

# **SR 520/I-5 to Montlake - I/C and Bridge Replacement Project**

## **Request for Qualifications**

**Issued: November 14, 2022**

**Statement of Qualifications Due: December 20, 2022**

# Contents

1			
2	<b>1.0</b>	<b>Introduction .....</b>	<b>1</b>
3	1.1	Request for Qualifications .....	1
4	<b>2.0</b>	<b>Contact Information.....</b>	<b>1</b>
5	2.1	Submittal Information Point of Contact.....	1
6	2.2	WSDOT Technical Point of Contact .....	2
7	<b>3.0</b>	<b>Procurement Process.....</b>	<b>2</b>
8	3.1	Process Overview.....	2
9	3.2	Procurement Schedule .....	2
10	3.3	Questions, Clarifications, Addenda, and Requesting Secure File Transfer	
11		Protocol.....	3
12	3.4	Ex Parte Communications.....	3
13	3.5	Voluntary Meeting for Potential Submitters.....	4
14	3.6	Submitter Secure File Transfer Protocol Username and Password.....	4
15	3.7	WSDOT's Rights .....	4
16	<b>4.0</b>	<b>Scope of the Project.....</b>	<b>5</b>
17	4.1	Estimated Cost .....	5
18	4.2	Time for Completion.....	5
19	4.3	WSDOT's Project Goals.....	5
20	4.4	Project Scope and Status.....	5
21	<b>5.0</b>	<b>Teaming Parameters .....</b>	<b>6</b>
22	5.1	Major Participant .....	6
23	5.2	WSDOT Consultant/Technical Support.....	7
24	5.3	Organizational Conflicts of Interest.....	7
25	5.4	Team Continuity and Changes to Organizational Structure .....	8
26	5.5	Equal Employment Opportunity .....	9
27	5.6	Disadvantaged Business Enterprises Participation .....	9
28	5.7	Small and Veteran-Owned Business Enterprise Participation .....	9
29	5.8	Community Workforce Agreement .....	10
30	<b>6.0</b>	<b>Submittal Quantities and Logistics.....</b>	<b>10</b>
31	6.1	Statement of Qualifications Submittal Quantities.....	10
32	6.2	Due Date, Time, and Electronic Location.....	11
33	6.3	Withdrawal of Statement of Qualifications .....	11
34	<b>7.0</b>	<b>Statement of Qualifications Content and Evaluation Criteria.....</b>	<b>11</b>
35	7.1	Qualitative Evaluation Process .....	11
36	7.2	Statement of Qualifications Organization and Scoring.....	14
37	7.3	Statement of Qualifications Format .....	16
38	7.4	Introduction Letter (Section 1) (pass/fail).....	17
39	7.5	Key Personnel (Section 2) (500 Points).....	18

1	7.6	Major Participants (Section 3) (500 Points).....	21
2	7.7	Legal (Appendix A) (pass/fail) .....	23
3	7.8	Financial (Appendix B) (pass/fail).....	23
4	7.9	Forms (Appendix C) .....	24
5	7.10	Debriefing .....	24
6	7.11	Protest Procedures.....	24
7	7.12	Protests Regarding the Request for Qualifications .....	25
8	7.13	Protests Regarding Responsiveness and Short Listing .....	26
9	7.14	Costs and Damages .....	27
10		<b>Appendix A .....</b>	<b>A-1</b>
11		<b>Appendix B.....</b>	<b>B-1</b>
12			
13		Appendix A - RFQ Forms:	
14		Form A, Acknowledgement of Receipt of Addenda	
15		Form B1, Organizational Conflicts of Interest Certification	
16		Form B2, Organizational Conflicts of Interest Disclosure and	
17		Avoidance/Neutralization/Mitigation Plan	
18		Form C, Reference Information for Major Participants	
19		Form D, Design-Builder Certification Wage Law Compliance – Responsibility Criteria	
20		Washington State Public Works Contracts	
21		Form E, Small and Veteran-Owned Business (SVB) Plan Template	
22		Appendix B - Abbreviations and Definitions	

## **1.0 Introduction**

### **1.1 Request for Qualifications**

The Washington State Department of Transportation (WSDOT) is requesting a Statement of Qualifications (SOQ) from each entity (Submitter) interested in submitting a design-build Proposal for the SR 520/I-5 to Montlake - I/C and Bridge Replacement Project (Project) located in Seattle, Washington. By submitting an SOQ, Submitters agree to be bound by the requirements of this Request for Qualifications (RFQ). Submitters shall satisfy all requirements specified in this RFQ. Failure of the Submitter to meet these requirements may result in rejection of its SOQ.

It is WSDOT policy to ensure that no Person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 (and the Federal-aid Highway Act of 1968), be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any WSDOT service, program, or activity.

It is WSDOT policy to ensure that no Person shall, on the grounds of disability, as provided by Section 504 and the Americans with Disabilities Act (ADA), be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any WSDOT service, program, or activity.

This RFQ can be made available in an alternative format by emailing WSDOT Diversity/ADA Compliance Team at [wsdotada@wsdot.wa.gov](mailto:wsdotada@wsdot.wa.gov) or by calling toll free (855) 362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay Service at 711.

WSDOT has developed a “paperless” Design-Build process in accordance with Executive Order E 1066.00, Executive Order E 1010, and RCW 19.360. Consequently, within all design-build documents, each occurrence of the term “written” shall be deemed to mean an electronic communication (see definition of “written” in Section 1-03.1 of the *General Provisions* and RFQ, Appendix B).

## **2.0 Contact Information**

### **2.1 Submittal Information Point of Contact**

WSDOT will post addenda and other communications on the WSDOT Contract Ad & Award website: <https://wsdot.wa.gov/business-wsdot/contracting-opportunities/sr-520-i-5-montlake-i-c-and-bridge-replacement>

Submitters may sign up on the interested parties list to receive notifications when new items are posted to the website.

The SOQ shall be submitted electronically using the WSDOT Secure File Transfer Protocol (SFTP) site to the WSDOT Contract Ad & Award Office in accordance with Section 6 of this RFQ.

Submitters should not contact the Contract Ad & Award Office for technical clarification of the RFQ or related Project specifics. The WSDOT Technical Point of Contact designated in Section 2.2 will address Project specific questions and technical clarifications.

## 2.2 WSDOT Technical Point of Contact

Submitters who have questions or need further clarification or information regarding the technical aspects of the RFQ or the Project should contact the following designated WSDOT Technical Point of Contact by letter, phone, or email as follows:

Ms. Robyn Mills, P.E.  
SR 520 Portage Bay Bridge and Roanoke Lid Project Procurement Manager  
Washington State Department of Transportation  
999 3rd Avenue, Suite 2300, Seattle, WA 98104  
Email: [SR520PortageBayRFP@wsdot.wa.gov](mailto:SR520PortageBayRFP@wsdot.wa.gov)

## 3.0 Procurement Process

### 3.1 Process Overview

WSDOT will use a two-step procurement process to select a design-build Contractor (Design-BUILDER) to deliver the Project. The issuance of this RFQ is part of the first step to solicit information from potential Design-Builders in the form of SOQ submittals. WSDOT will evaluate and score each submitted SOQ to determine which Submitters are the most highly qualified to deliver the Project. WSDOT will short list three to five of the most highly qualified Submitters to advance to the second step in the procurement.

In the second step, WSDOT will issue a Request for Proposal (RFP) for the Project to the Short Listed Submitters. Only the Short Listed Submitters will be eligible to submit a Proposal for the Project. Each Short Listed Submitter who submits a Proposal in response to the RFP is referred to herein as a "Proposer." WSDOT may award the Contract to the Proposer offering the Apparent Best Value, to be determined as described in the RFP.

WSDOT will pay a stipend of \$2.1 million to all Proposers who submit a stipend agreement, stipend invoice, and responsive Proposal.

WSDOT may cancel or re-advertise this procurement at its discretion.

### 3.2 Procurement Schedule

The procurement schedule for this RFQ is shown in [Table 3.2](#) below. This schedule is subject to revision by the RFP and addenda to this RFQ.

**Table 3.2**  
**Procurement Schedule**

Action	Dates
<b>Step 1 – SOQ Phase</b>	
RFQ Issue Date	November 14, 2022
Voluntary Submitter's Meeting	November 17, 2022
Deadline for Requesting a WSDOT SFTP Username and Password	December 6, 2022
Deadline for Submitting RFQ Questions	December 6, 2022
Deadline for WSDOT Response to RFQ Questions	December 13, 2022
SOQ Due Date	December 20, 2022
Notify Short Listed Submitters	January 19, 2023

**Table 3.2**  
**Procurement Schedule**

Action	Dates
<b>Step 2 – Proposal Phase</b>	
Issue RFP	January 23, 2023
Voluntary Proposer's Meeting	January 31, 2023
ATC* Submittal Deadline	July 18, 2023
Deadline for Submitting Proposer questions	July 18, 2023
Deadline for WSDOT Response to Proposer Questions	August 1, 2023
Proposals Due	August 8, 2023
Announce Apparent Best Value Proposer	August 31, 2023
Estimated Notice to Proceed	October 5, 2023

\*ATC = Alternative Technical Concept

### **3.3 Questions, Clarifications, Addenda, and Requesting Secure File Transfer Protocol**

Questions and requests for clarification regarding this RFQ shall be submitted in writing to the WSDOT Technical Point of Contact. To be considered, all questions and requests must be received by 4:59:59 p.m. Pacific Time (PT) on the date indicated in Table 3.2.

WSDOT reserves the right to revise this RFQ at any time before the SOQs Due Date indicated in [Table 3.2](#). Such revisions, if any, will be announced by addenda to this RFQ.

WSDOT will use the following guidelines when responding to questions, requests for clarification and issuing addenda:

- Addenda, questions, requests for clarification, and responses will be posted to the WSDOT Contract Ad & Award website as specified in Section 2.1 of this RFQ.
- WSDOT will send an email notification to the interested parties list as soon as each addendum, response, or group of responses is issued. The notification will include an electronic copy of the addendum or clarification.

The Submitters shall acknowledge receipt of all addenda by completing Form A, *Acknowledgment of Receipt of Addenda*, which is included in Appendix A of this RFQ. The completed Form A shall be included in the SOQ submittal package as Appendix C to the SOQ.

Submitters shall contact the WSDOT Contract Ad & Award Office to request or confirm a WSDOT SFTP Username and Password to upload their SOQ as indicated in Section 6.2 of this RFQ.

### **3.4 Ex Parte Communications**

Submitters are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process (commencing with issuance of this RFQ and continuing until execution of the Contract or cancellation of the procurement), no employee, member, agent, advisor, or Consultant of any Submitter shall have any ex parte communications, directly or indirectly, regarding this procurement with any representative of WSDOT, including their staff, advisors, Contractors, or Consultants (as described in Section 5.2) involved with the

procurement, except for communications expressly permitted by this RFQ (or, subsequent to issuance of the RFP, except for communications expressly permitted by the RFP).

Any verified allegation that a Submitter or an employee, agent, advisor, Consultant, or Subcontractor of a Submitter has engaged in such prohibited communications or attempted to unduly influence the selection process may be cause for WSDOT to disqualify the Submitter from participating, all at the discretion of WSDOT.

### **3.5 Voluntary Meeting for Potential Submitters**

WSDOT will hold an informational meeting for potential Submitters regarding this RFQ on the date indicated in [Table 3.2](#). Attendance at this meeting is not a prerequisite to being a Submitter.

The meeting will be held from 1:00 to 2:30 p.m. at the following location:

- 999 Third Avenue, Suite 2300, Seattle, WA 98104

### **3.6 Submitter Secure File Transfer Protocol Username and Password**

WSDOT is requiring that this procurement be submitted completely electronically. Each Submitter shall request a WSDOT SFTP Username and Password via email listed below prior to the date indicated in [Table 3.2](#).

Email: CAA@WSDOT.WA.GOV

Subject line must state: Contract name, Contract number, Request for Username and Password

### **3.7 WSDOT's Rights**

Throughout the procurement process, WSDOT reserves the right, at its sole discretion, to:

- Appoint evaluation committees to review SOQs and Proposals.
- Investigate the qualifications of any Submitter or Proposer.
- Seek or obtain data from any source related to the SOQs or Proposals.
- Require confirmation of information furnished by a Submitter or Proposer.
- Hold meetings and conduct discussions and correspondence with the Submitters and Proposers to seek an improved understanding and evaluation of the SOQs or Proposals.
- Require additional information from a Submitter or Proposer concerning its SOQ or Proposal.
- Seek and receive clarifications to a SOQ or Proposal.
- Require additional evidence of qualifications to perform the Work.
- Modify the procurement process.
- Waive minor deficiencies and irregularities in a SOQ or Proposal.
- Reject any or all of the SOQs or Proposals.
- Issue a new RFQ or RFP.
- Issue a request for Best and Final Offers.
- Cancel the Contract signed by the selected Design-Builder but not yet executed by WSDOT.

- Not issue a Notice to Proceed (NTP) after execution of the Contract.
- Take any action affecting the RFQ process, the RFP process, or the Project that would be in the best interests of WSDOT.

## **4.0 Scope of the Project**

### **4.1 Estimated Cost**

The estimated range for the Contract cost is approximately \$725–\$900 million.

### **4.2 Time for Completion**

WSDOT anticipates that the Project will be Substantially Complete by September 2030.

### **4.3 WSDOT’s Project Goals**

WSDOT has established the following goals for the Project:

- Project Management: Collaboration - Through effective project management, provide a successful Design-Build Project by collaborating with WSDOT and third parties to efficiently resolve issues at the Project level.
- Minimize Impacts: Community - Minimize construction impacts of noise, dust, and vibration on the local community.
- Minimize Impacts: Mobility - Minimize the Project’s impact throughout construction to mobility of people walking and rolling, using transit, and traveling by car.
- Managing Geotechnical Conditions - Successfully manage challenging site geotechnical conditions during design and construction to minimize risk to the Project.
- Urban Design and Landscape Architecture - Improve the visual aesthetics and functionality of the Project design, consistent with values established through community and agency outreach.

### **4.4 Project Scope and Status**

The following Project scope is provided to Submitters to assist in developing a team with the expertise that is required for the Project. The Design-Builder shall be responsible for management, design, and construction of the Project. The design and construction by the Design-Builder shall be in accordance with WSDOT’s guidelines and standards as required by the RFP. WSDOT’s intent is to allow flexibility in design and construction to accommodate processes, procedures, and innovative techniques that are preferred by the Design-Builder, as long as they are consistent with Site conditions; good engineering practices; practical solutions; environmental documents and permits; other standards, guidelines, and procedures identified in the RFP; and the Project goals. The scope of Work presented in this RFQ for the Project may or may not be the final scope of Work presented in the RFP for the Project.

The Project is one of several projects programmed to replace windstorm-damaged and earthquake-vulnerable Structures as well as to improve mobility for people and commerce across Lake Washington and through the SR 520 corridor from Seattle to Redmond. This Project is one of the major phases in the SR 520 Bridge Replacement and HOV Program’s reconstruction of the highway’s west side corridor. The SR 520/I-5 to Montlake - I/C and Bridge Replacement Project will:



- Replace the existing Portage Bay Bridge (WSDOT Bridge 520/3), with two new parallel bridges across Portage Bay – one for eastbound traffic, the other for westbound traffic.
- Replace the existing SR 520 eastbound off-ramp Structure to Montlake Boulevard East (WSDOT Bridge 520/3E-N) with E-N Ramp to Montlake.
- Replace the existing SR 520 overcrossing at 10th Avenue East (WSDOT Bridge 520/1) and the existing SR 520 overcrossing at Delmar Drive East (WSDOT Bridge 520/2) with a new contiguous lid Structure.
- Relocate existing Local Agency Utilities.
- Include a new 30-foot-wide landscaped bicycle and pedestrian crossing over I-5 (on the south side of East Roanoke Street), which includes partial removal of the existing Roanoke Street Over I-5 Bridge (WSDOT Bridge Number 5/569).
- Include a shared-use trail on the new Portage Bay Bridge, connecting the new lid Structure to the Bill Dawson Trail in Montlake.
- Include other multimodal improvements providing improved connections for paths and trails at various locations, including the completion of a new shared-use tunnel under 10th Avenue East, as well as the completion of elevated trail Structures as needed to provide shared-use path connectivity on the east and west approaches to the new Portage Bay Bridge.
- Include permanent and temporary modifications of existing bridges and walls as required for mounting signs, Structures, sidewalks, curbs, lighting structures, and Structure renovations.
- Alterations including, but not limited to, partial removal and removal of existing I-5, I-5 Project, and Montlake Phase retaining walls.

This Project is being funded by Connecting Washington and Move Ahead Washington transportation packages.

## **5.0 Teaming Parameters**

### **5.1 Major Participant**

As used herein, the term “Major Participant” means any of the following entities:

- A. The Submitter, or if the Submitter is a partnership, joint venture, limited liability company, or other form of association, any general partners, joint venture members, or members of the Submitter
- B. All individuals, Persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or any other legal entity however organized holding (directly or indirectly) a 15 percent or greater interest in the Submitter
- C. Each entity providing WSDOT prequalification in accordance with Section 7.4 of this RFQ
- D. The lead engineering firm and each engineering Subconsultant that is expected to perform 30 percent or more of the design Work
- E. Each Subcontractor that is expected to perform 20 percent or more of the construction Work

- 1 F. The firm or personnel that will be providing or performing QA as a Key Personnel for the  
2 Project
- 3 G. Each firm or personnel that will be responsible for ensuring environmental compliance  
4 during all phases of project delivery (e.g., design review, submittal development,  
5 environmental training, permit acquisition, and commitment tracking)
- 6 H. The lead structural engineering firm for bridge and lid structures, if different than D  
7 above.
- 8 I. Each engineering subconsultant that is expected to perform geotechnical design Work  
9 and monitoring during construction, if different than D above.

## 10 **5.2 WSDOT Consultant/Technical Support**

11 WSDOT has retained the following consulting firms to provide guidance in preparing the RFQ,  
12 the RFP, and advice on related financial, contractual, and technical matters:

- 13 • Confluence
- 14 • WSP
- 15 • EI
- 16 • Glosten, Inc.
- 17 • HDR
- 18 • ICF Jones & Stokes
- 19 • Meraki Consulting
- 20 • Ott-Sakai & Assoc. LLC
- 21 • Parametrix
- 22 • PRR Inc.
- 23 • RHC
- 24 • SJ Construction Consulting
- 25 • Shannon & Wilson
- 26 • WJE

27 These firms are prohibited from joining any Submitter's team or otherwise assisting any  
28 Submitter in connection with the Contracting process.

## 29 **5.3 Organizational Conflicts of Interest**

30 Organizational conflicts of interest means that because of other activities or relationships with  
31 other Persons or entities, a Person or entity:

- 32 A. Is unable or potentially unable to render impartial assistance or advice to WSDOT
- 33 B. Is or might be otherwise impaired in its objectivity in performing the Contract Work
- 34 C. Has an unfair competitive advantage

35 The integrated nature of the design-build project delivery method creates the potential for  
36 organizational conflicts of interest. Disclosure, evaluation, neutralization, and mitigation of these

1 conflicts and of the appearance of conflicts are in the interest of the public, WSDOT, and the  
2 consulting and construction communities.

3 WSDOT will take steps to ensure that individuals involved in the preparation of the procurement  
4 package, evaluation of SOQs and Proposals, and Design-Builder selection are not influenced by  
5 organizational conflicts of interest, and that no Submitter is given an unfair competitive  
6 advantage over another.

7 Attention is directed to the requirement for disclosure of organizational conflicts of interest set  
8 forth in [23 CFR Section 636.116\(a\) \(2\)](#), WSDOT Secretary's Executive Order E-1059, and  
9 WSDOT *Organizational Conflicts of Interest Manual* M 3043. Submitters are required to identify  
10 any potential organizational conflicts of interest in Appendix C of the SOQ.

11 Submitters are required to disclose all relevant facts concerning any past, present, or currently  
12 planned interests, activities, or relationships which may present organizational conflicts of  
13 interest. Submitters shall state how their interests, activities, or relationships, or those of the chief  
14 executives, directors, Key Personnel, or any proposed Consultant, Subconsultant at any tier,  
15 Contractor, or Subcontractor at any tier may result, or could be viewed as, organizational  
16 conflicts of interest prior to or in the SOQ, in accordance with WSDOT Secretary's Executive  
17 Order E-1059 and WSDOT *Organizational Conflicts of Interest Manual* M 3043. Submitters shall  
18 include the *Organizational Conflicts of Interest Certification* and if needed the *Organizational*  
19 *Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan* (forms contained  
20 in Appendix A) in the SOQ submittal package as Appendix C.

21 If an organizational conflict of interest is determined to exist, WSDOT may, at its sole discretion:  
22 offer the Submitter the opportunity to avoid, neutralize, or mitigate the organizational conflicts of  
23 interest; disqualify the Submitter from further participation in the procurement; cancel this  
24 procurement; or, if award has already occurred, declare the Proposal nonresponsive and award the  
25 Contract to the next responsive Apparent Best Value Proposer, or cancel the Contract. If the  
26 Submitter was aware of organizational conflicts of interest prior to award of a Contract and did  
27 not disclose the conflict to WSDOT, WSDOT may terminate the Contract for default. WSDOT  
28 may also disqualify a Submitter if any of its Major Participants, listed in Categories A, B, C, or D  
29 in Section 5.1 belong to more than one Submitter organization.

30 The Submitters shall complete Form B1, *Organizational Conflicts of Interest Certification*, which  
31 is included in Appendix A of this RFQ. If necessary, the Submitters shall also complete Form B2,  
32 *Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan*,  
33 which is included in Appendix A of this RFQ. The completed Form B1 (and B2 if necessary)  
34 shall be included in the SOQ submittal package as Appendix C to the SOQ.

#### 35 **5.4 Team Continuity and Changes to Organizational Structure**

36 Following submittal of the SOQ, Key Personnel, or Major Participants identified in the SOQ may  
37 not at any time be removed or replaced without the Written approval of the WSDOT Technical  
38 Point of Contact. The WSDOT Technical Point of Contact may revoke the Short Listed status of  
39 a Submitter if any Key Personnel or Major Participant identified in the SOQ is removed or  
40 replaced without written approval of the WSDOT Technical Point of Contact. Requests for  
41 removal or replacements shall be submitted in writing to the WSDOT Technical Point of Contact.  
42 To qualify for approval, the written request shall document that the replacement was beyond the  
43 control of the Submitter and how the proposed removal or replacement will be equal to or better  
44 qualified than the Key Personnel or Major Participant provided in the SOQ. Specifically, the  
45 written request shall include a resume (limit to two pages per Person) for each Major Participant  
46 or Key Personnel and a side-by-side comparison of the original Major Participant or Key  
47 Personnel (as identified in the SOQ) and the proposed Major Participant or Key Personnel. For

Major Participants, this side-by-side comparison shall relate relevant experience to each of the evaluation criteria identified in Section 7.6.2 of the RFQ. For Key Personnel, this side-by-side comparison shall relate relevant experience to the Project goals identified in Section 7.5.3 of the RFQ. Side-by-side comparisons shall demonstrate that the proposed change is equal or better. The WSDOT Technical Point of Contact will use the criteria specified in this RFQ to evaluate all requests. If for any reason a substitution of Key Personnel, identified in the SOQ is either requested by the Proposer or replacement is required by WSDOT after award of the Contract, the Proposer may incur liquidated damages.

## **5.5 Equal Employment Opportunity**

Discrimination in all phases of contracted employment, Consultant activities, contracting activities and training is prohibited by Title VI of the Civil Rights Act of 1964 and other related laws and statutes. These laws (and corresponding regulations) establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions as required by this RFQ. The Proposer will be required to follow State and Federal Equal Employment Opportunity (EEO) laws, as applicable. Further information regarding EEO will be set forth in the RFP.

## **5.6 Disadvantaged Business Enterprises Participation**

This Section is intentionally omitted.

## **5.7 Small and Veteran-Owned Business Enterprises and Minority and Women's Business Enterprise Participation**

The participation of Small and Veteran-Owned Business Enterprises (SVBE) is an important strategic objective for the State. Enforceable SVBE Contract Goals are included in this Contract. No preference related to SVBE participation will be included in the evaluation of the SOQs and the determination of the short list.

### **5.7.1 SVBE Contract Goals**

The amount of SVBE participation that must be attained by the Design-Builder in the two SVBE Contract Goals are expressed as a percentage of the Design-Builders total Proposal Price plus all executed Change Orders.

WSDOT has established the following enforceable SVBE Contract Goals:

- Small Business Enterprises (SBE) 5 percent
- Veteran-Owned Business (VOB) 3 percent

Amounts paid to a SVBE will be credited to one SVBE Contract Goal expressed above (either SBE or VOB, but not both) in which the SVBE firm is eligible.

### **5.7.2 Minority and Women's Business Enterprise Participation**

The participation of Minority and Women Business Enterprise (MWBE) is an important strategic objective for the State. This Contract will include voluntary goals for MWBE participation. The Submitter is encouraged to utilize MWBEs in accordance with, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

Amounts paid to a MWBE will be credited to every voluntary MWBE goal in which they are eligible. Amounts credited to an enforceable SVBE Contract Goal will be credited toward each

voluntary MWBE goal in which they are eligible. This may result in SVBE participation being credited to more than one voluntary MWBE goal.

No preference related to MWBE participation will be included in the evaluation of the SOQs; the determination of the short list; and determination of the Apparent Best Value Proposal.

While the goals are voluntary, efforts to provide MWBEs with maximum practicable opportunities are encouraged.

#### **5.7.2.1 Voluntary MWBE Goals**

Goals for voluntary MWBE participation have been established as a percentage of the Total Proposal Price.

WSDOT has established the following voluntary goals:

- Minority Business Enterprises (MBE) 10 percent
- Women Business Enterprises (WBE) 6 percent

### **5.8 Community Workforce Agreement**

WSDOT anticipates including a Community Workforce Agreement (CWA) in this Contract. The CWA will be an Agreement between WSDOT; and the Seattle/King County Building and Construction Trades Council and the Northwest Carpenters, with respect to the construction Work on the Portage Bay Phase. The selected Design-Builder shall be required to be bound to the terms and conditions of the CWA. Terms and conditions of the CWA will be included in the Request for Proposals issued to the shortlisted Submitters.

## **6.0 Submittal Quantities and Logistics**

### **6.1 Statement of Qualifications Submittal Quantities**

Each Submitter shall upload an electronic SOQ to the WSDOT SFTP site. Each Submitter shall provide an electronic version of its SOQ in PDF format, with individual file sizes of less than 200 MB, which shall be indexed and bookmarked by section and subtitle to allow for ease of navigation, keyword searching, and information location.

All contents in the electronic SOQ package shall be clearly identified and labeled with the following:

- Submitter's name
- Section title
- "SR 520/I-5 to Montlake - I/C and Bridge Replacement Project," "Design-Build Project," and "Statement of Qualifications"

Only the final version of the SOQ shall be upload to the WSDOT SFTP site. If revisions to the uploaded final SOQ are necessary before the SOQ Due Date, the Submitter shall completely replace the SOQ on the WSDOT SFTP site with the revised SOQ. Only a single version of a SOQ shall be on the WSDOT SFTP site at the SOQ Due Date. If multiple versions of a SOQ are on the WSDOT SFTP site after the SOQ Due Date, it may result in the SOQ being declared nonresponsive.

Any SOQ that fails to meet the deadline or delivery requirements may be declared nonresponsive and returned to the Submitter without opening, consideration, or evaluation.

## **6.2 Due Date, Time, and Electronic Location**

SOQs shall be electronically uploaded to the WSDOT SFTP site prior to 11:59:59 p.m. (midnight) PT, on the SOQ Due Date indicated in Table 3.2.

Example instructions on how to upload your submittal to the WSDOT SFTP site using the free FTP client FileZilla are available in the online directory for the Project in the folder named “Submittals”.

WSDOT is not responsible for any technical difficulties or network issues in using the WSDOT SFTP site. WSDOT recommends testing the WSDOT SFTP site prior to the SOQ Due Date and setting aside extra time to ensure that the SOQ is properly submitted in accordance with this section.

WSDOT will not accept SOQs by facsimile, email, or hard copy transmission.

Any SOQ that fails to meet the deadline or delivery requirements may be declared nonresponsive and returned to the Submitter without opening, consideration, or evaluation.

## **6.3 Withdrawal of Statement of Qualifications**

After electronically submitting a SOQ to the WSDOT SFTP site, the Submitter may withdraw their SOQ by deleting all files from the WSDOT SFTP site prior to the SOQ Due Date.

An electronically submitted SOQ may be revised in accordance with Section 6.1 of this RFQ and resubmitted if WSDOT receives the revised SOQ before the SOQ Due Date.

## **7.0 Statement of Qualifications Content and Evaluation Criteria**

This section outlines the requirements of each section of the SOQ and how each section will be scored.

The information provided in the SOQ will be scored either pass/fail or qualitatively as shown in Table 7.2. If a Submitter receives a passing score on all pass/fail evaluation factors, its SOQ will be further evaluated using the scoring criteria. If a Submitter fails on any single pass/fail requirement, the SOQ may be declared nonresponsive, in which case a qualitative evaluation of the SOQ will not be performed, and the Submitter will not be included on the short list. Even though a SOQ receives an initial “pass” allowing qualitative evaluation to proceed, the SOQ may later be determined to have failed.

A WSDOT evaluation committee will perform a qualitative assessment of the information provided in Sections 2 and 3 and Form C, Reference Information for Major Participants in Appendix C of the SOQ.

The SOQ shall demonstrate, through project experience, the ability of the Key Personnel and Major Participants to successfully complete the Project and meet the Project goals. WSDOT reserves the right to contact references for individuals and projects other than those identified by the Submitter to evaluate past performance.

## **7.1 Qualitative Evaluation Process**

The qualitative evaluation score for Sections 2 and 3 will be determined as follows:

- The WSDOT evaluation committee will review each SOQ identifying significant and minor strengths, and significant and minor weaknesses of the submittals. The evaluation committee may also use a “high” or “low” prefix to further differentiate the strengths or

1 weaknesses. When, in the judgment of the evaluation committee, a SOQ element does not  
2 equate to a strength or weakness, but is being acknowledged, a “Neutral” will be  
3 identified.

4 Strengths and weaknesses for Major Participants and the Key Personnel (Project Manager,  
5 Construction Manager, Design Manager, and Geotechnical Group Manager) are defined as  
6 follows:

- 7 • **Strengths** – That part of the SOQ which ultimately represents a benefit to the Project and  
8 is expected to increase the Submitter’s ability to meet or exceed the Project goals  
9 identified in Table 7.2. A minor strength has a slight positive influence on the Submitter’s  
10 ability to meet or exceed the Project goals identified in Table 7.2, while a significant  
11 strength has a considerable positive influence on the Submitter’s ability to meet or exceed  
12 the Project goals identified in Table 7.2.
- 13 • **Weaknesses** – That part of the SOQ which detracts from the Submitter’s ability to meet  
14 the Project goals identified in Table 7.2 or may result in an inefficient or ineffective  
15 performance. A minor weakness has a slight negative influence on the Submitter’s ability  
16 to meet the Project goals identified in Table 7.2, while a significant weakness has a  
17 considerable negative influence on the Submitter’s ability to meet the Project goals  
18 identified in Table 7.2.

19 Strengths and weaknesses for the Key Personnel (Inclusion Manager) are defined as follows:

- 20 • **Strengths** – That part of the SOQ that ultimately represents a benefit to the Project and is  
21 expected to increase the Submitter’s ability to meet or exceed the requirements for the  
22 Inclusion Manager in Section 7.5. A minor strength has a slight positive influence on the  
23 Submitter’s ability to meet these requirements, while a significant strength has a  
24 considerable positive influence to meet these requirements.
- 25 • **Weaknesses** – That part of the SOQ that detracts from the Submitter’s ability to meet the  
26 requirements for the Inclusion Manager in Section 7.5 or may result in an inefficient or  
27 ineffective performance. A minor weakness has a slight negative influence on the  
28 Submitter’s ability to meet these requirements, while a significant weakness has a  
29 considerable influence on the Submitter’s ability to meet these requirements.

30 Based on the identified strengths and weaknesses, the evaluation team will select an adjectival  
31 rating and select a percent of maximum score in the identified range in accordance with Table  
32 7.1.

33 After selecting a percent of maximum score for Sections 2 and 3, the SOQ score will be  
34 calculated by multiplying the percent of maximum score by the points available listed in Table  
35 7.2 and then summing the calculated scores.

Table 7.1 Adjectival Evaluation and Scoring Guide		
Adjective	Description	Percent of Max. Score
Excellent (E)	SOQ supports an extremely strong expectation of successful Project performance if ultimately selected as the Design-Builder. SOQ indicates significant strengths and/or a number of minor strengths and no appreciable	100–75%

<b>Table 7.1</b> <b>Adjectival Evaluation and Scoring Guide</b>		
<b>Adjective</b>	<b>Description</b>	<b>Percent of Max. Score</b>
	weaknesses. Submitter provides a consistently outstanding level of quality.	
Very Good (VG)	SOQ indicates significant strengths and/or minor strengths and no significant weaknesses. Minor weaknesses, if any, are offset by strengths. There exists a small possibility that, if ultimately selected as the Design-Builder, the minor weaknesses could slightly adversely affect successful Project performance.	74–50%
Good (G)	SOQ indicates significant strengths and/or a number of minor strengths. A number of minor and/or significant weaknesses exist that could detract from strengths. While the weaknesses could be improved, minimized, or corrected, it is possible that if ultimately selected as the Design-Builder, the weaknesses could adversely affect successful Project performance. If all elements evaluated for a Section of the SOQ receive “Neutral” designations, then that Section will be rated at the middle of “Good.”	49–25%
Fair (F)	SOQ indicates weaknesses, significant or minor, which are not offset by significant or minor strengths. It is probable that if ultimately selected as the Design-Builder, the weaknesses would adversely affect successful Project performance.	24–10%
Poor (P)	SOQ indicates existence of significant weaknesses and/or a number of minor weaknesses and no appreciable strengths. SOQ indicates a strong expectation that successful performance could not be achieved if the Submitter were selected as the Design-Builder.	9–0%

1



1 **7.2 Statement of Qualifications Organization and Scoring**

- 2 The Submitter shall organize the SOQ using the following section headings, order of documents,  
3 and maximum number of pages:

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

Section	Section Title and Required Information	Maximum Pages	Points Available
<b>1</b>	Introduction Letter	2	Pass/Fail
<b>2</b>	<b>Key Personnel (500)</b>	15	
	<b>Project Manager (200)</b>		
	Project Management: Collaboration		70
	Minimize Impacts: Community		35
	Minimize Impacts: Mobility		35
	Managing Geotechnical Conditions		30
	Urban Design and Landscape Architecture		30
	<b>Design Manager (90)</b>		
	Project Management: Collaboration		20
	Minimize Impacts: Community		N/A
	Minimize Impacts: Mobility		20
	Managing Geotechnical Conditions		25
	Urban Design and Landscape Architecture		25
	<b>Construction Manager (90)</b>		
	Project Management: Collaboration		20
	Minimize Impacts: Community		25
	Minimize Impacts: Mobility		25
	Managing Geotechnical Conditions		20
	Urban Design and Landscape Architecture		N/A
	<b>Geotechnical Group Manager (70)</b>		

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

<b>Section</b>	<b>Section Title and Required Information</b>	<b>Maximum Pages</b>	<b>Points Available</b>
	Project Management: Collaboration		20
	Minimize Impacts: Community		N/A
	Minimize Impacts: Mobility		N/A
	Managing Geotechnical Conditions		50
	Urban Design and Landscape Architecture		N/A
	<b>Inclusion Manager (50)</b>		50
<b>3</b>	<b>Major Participants (500)</b>	15	
	<b>Submitter (Major Participant meeting categories A and B of Section 5.1) (250)</b>		
	Project Management: Collaboration		50
	Minimize Impacts: Community		50
	Minimize Impacts: Mobility		50
	Managing Geotechnical Conditions		50
	Urban Design and Landscape Architecture		50
	<b>Submitter (Major Participant meeting categories C and E of Section 5.1)</b>	Does not count against above max page limit	Pass/Fail
	<b>Submitter (Major Participant meeting categories D of Section 5.1) (150)</b>		
	Project Management: Collaboration		50
	Managing Geotechnical Conditions		50
	Urban Design and Landscape Architecture		50
	<b>Submitter (Major Participant meeting categories H and I of Section 5.1) (100)</b>		
	Managing Geotechnical Conditions		50
	Urban Design and Landscape Architecture		50

**Table 7.2**  
**Statement of Qualifications Organization and Scoring**

<b>Section</b>	<b>Section Title and Required Information</b>	<b>Maximum Pages</b>	<b>Points Available</b>
	<b>Submitter (Major Participant meeting categories G of Section 5.1)</b>	Does not count against above max page limit	Pass/Fail
	<b>Submitter (Major Participant meeting categories F of Section 5.1)</b>	Does not count against above max page limit	Pass/Fail
<b>Appendix A</b>	Legal	As required	Pass/Fail
<b>Appendix B</b>	Financial	As required	Pass/Fail
<b>Appendix C</b>	Form A: <i>Acknowledgment of Receipt of Addenda</i>	1	Pass/Fail
<b>Appendix C</b>	Form B1: <i>Organizational Conflicts of Interest Certification</i>	1	Pass/Fail
<b>Appendix C</b>	Form B2: <i>Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan</i>	As required	Pass/Fail
<b>Appendix C</b>	Form C: <i>Reference Information for Major Participants</i>	As required	Pass/Fail
<b>Appendix C</b>	Form D: <i>Design-Builder Certification Wage Law Compliance – Responsibility Criteria Washington State Public Works Contracts</i>	As required	Pass/Fail
<b>Appendix C</b>	Form E, <i>Small and Veteran-Owned Business (SVB) Plan</i>	As required	Pass/Fail
	Total		1000

### 7.3 Statement of Qualifications Format

The SOQ shall be formatted as follows:

- **File Type** - SOQs shall be submitted as a PDF. All PDF files shall be unlocked; embedded video, audio, or multimedia shall not be used.
- **File Size** - Individual file sizes shall not exceed 200 MB; files shall not be zipped.
- **Language** - All information shall be in English.
- **Font** - Font shall be Times New Roman or Calibri.
- **Font Size** - Font size shall be a minimum of 12 points.
- **Spacing** - All text shall be single-spaced.
- **Style** - Other than minimum font size and a regular style font, heading styles and figures are not prescribed.

- **Page Size** - Except for charts, exhibits, and other illustrative and graphical information, all information shall be submitted on 8.5 by 11-inch portrait-oriented pages. Charts, exhibits, and other illustrative and graphical information may be on 11 by 17-inch pages. Text on 11 by 17-inch pages shall be limited to contextual information relating to charts, exhibits, and other illustrative and graphical information. Examples of contextual information include titles, labels, legends, and concise descriptive captions. The 11 by 17-inch pages, if any, will be counted as one page.
- **Page Margins** - Page margins shall be a minimum of 0.75 inches from any page edge. No text, tables, figures, photos, or other substantive content shall extend into the margin minimum.
- **Page Limit** - Page limits are described in Table 7.2. The SOQ shall include only information required by this RFQ. All pages that exceed the specified page limit will be deleted prior to evaluation.
- **Columns** - Pages shall use single columns except for 11 by 17-inch pages with charts or exhibits.
- **Hyperlinks** - Hyperlinks to material outside the SOQ shall not be used. Any links to other information will be ignored and not be considered in the evaluation of the SOQ.
- **Dividers** - Section dividers will not be counted toward the allowable page total and shall contain, at a minimum, one of the following:
  - a) Section number
  - b) Section title
  - c) No other text is permitted on the dividers
- **Front Cover** - The front cover will not be counted towards the page limit and shall be labeled with the name of the Submitter, along with the following:
  - SR 520/I-5 to Montlake - I/C and Bridge Replacement Project
  - Design-Build Project
  - Statement of Qualifications
  - December 20, 2022

#### 7.4 Introduction Letter (Section 1) (pass/fail)

The Introduction Letter shall be addressed to the WSDOT Technical Point of Contact, and it shall include the following information:

- Submitter name, address, business type (e.g., corporation, partnership, joint venture).
- Roles of the Submitter and each Major Participant.
- A statement that the Submitter is prequalified with WSDOT with a maximum bidding capacity of \$815,000,000 or more.
- A statement that the Submitter or at least one Major Participant who is performing construction, is prequalified with WSDOT for Work Class 6 in the amount of \$150,000,000 or more.
- Identification of a single contact Person, address, telephone number, and email.
- Certification of the truth and correctness of the SOQ.
- Statement that the Submitter shall comply with Applicable Laws and regulations.

- Signature of authorized representatives.

#### **7.4.1 Evaluation Criteria**

The Introduction Letter will be evaluated on a pass/fail basis. At the discretion of the WSDOT Evaluation Committee, contents of the Introduction Letter may be considered during qualitative assessment of the SOQ.

#### **7.5 Key Personnel (Section 2) (500 Points)**

The purpose of this section is to demonstrate the Submitters' understanding of how the experiences and qualifications of the Key Personnel can contribute to the overall success of the Project. The Submitter shall present the Key Personnel and explain how their experiences and past performance make them uniquely qualified to lead the Project.

WSDOT seeks Key Personnel who can demonstrate experience on major roadway projects with a similar level of complexity. The Submitter shall relate relevant experience of the Key Personnel to the Project goals identified in Table 7.2. This section shall include experience of the Key Personnel related to design and construction.

For the duration of the Project activities that involve their areas of responsibility, all Key Personnel shall be required to be readily available to attend task force meetings, over-the shoulder reviews, status meetings, and respond to issues as they arise.

The Key Personnel include the following:

##### **Project Manager**

The Design-Builder's Project Manager shall be responsible for the overall design, construction, schedule, budget, quality management, and Contract administration for the Project. It is the Project Manager's responsibility to ensure the Project is managed and delivered in accordance with the Contract requirements and to ensure that the Design-Builder meets or exceeds the Project goals. The Project Manager shall have a minimum of 5 years, 10 years preferred, of experience in managing the delivery of transportation projects of similar scope and complexity. This Person shall be assigned to the Project full-time from NTP to Physical Completion and available to assist in issue resolution from NTP through Completion.

##### **Design Manager**

The Design Manager shall be responsible for ensuring that the overall Project design is completed, design criteria are met, and the design is managed and delivered to meet or exceed the Project goals. The Design Manager shall have a minimum 5 years, 10 years preferred, of experience managing the design of transportation projects of similar scope and complexity. The Design Manager shall be assigned to the Project full-time from NTP through Physical Completion.

The Design Manager shall be a Professional Engineer prior to execution of the Contract. Unless otherwise stated, WSDOT will not require that the Design Manager's professional engineering license be in place as of the Proposal Due Date, provided the Proposal includes a commitment that the license will be obtained prior to execution of the Contract, and provided further that WSDOT determines that the designated individual is qualified to obtain a license. If, at WSDOT's discretion, the Design Manager fails to meet the minimum qualifications described in this Section, WSDOT may disqualify the Proposer. If a Proposer is selected and the Design Manager's license is not in place at the time of Contract execution, WSDOT shall require the Design-Builder to replace the Design Manager with someone who is a Professional Engineer and who meets the minimum qualifications described in this Section. The Washington State

1 Department of Licensing makes all determinations whether an applicant is qualified for licensure  
2 as a Professional Engineer in the State.

3 The licensure requirements for the Design Manager will be initially evaluated as either “Pass” or  
4 “Fail.” A “Fail” rating can be considered a basis for rejecting the SOQ.

#### 5 **Construction Manager**

6 The Construction Manager shall be responsible for all Project construction. It is the Construction  
7 Manager’s responsibility to ensure the construction is managed and delivered in accordance with  
8 the Contract requirements and to ensure that the Work meets or exceeds the Project goals. The  
9 Construction Manager shall have a minimum of 5 years, 10 years preferred, of experience  
10 managing the construction of transportation projects of similar scope and complexity. The  
11 Construction Manager shall have experience with managing a diverse group of Subcontractors  
12 and coordinating with public project owners to comply with Local Agency and environmental  
13 issues and requirements. This Person shall be available for design package review and shall be  
14 assigned to the Project full-time from NTP through Physical Completion.

#### 15 **Geotechnical Group Manager**

16 The Geotechnical Group Manager (GGM) shall be in responsible charge for all aspects of the  
17 geotechnical Work completed for the Project. The GGM shall ensure that all geotechnical design  
18 and construction of permanent and temporary Work is in conformance with the RFP and Quality  
19 Management Plan (QMP) and shall be responsible for the quality of the geotechnical Work  
20 performed and for coordinating all geotechnical design elements of the Project. The GGM shall  
21 be available full-time from NTP through Substantial Completion.

22 The GGM shall have a minimum of 5 years of supervisory experience, with 10 years desired, in  
23 geotechnical design and construction Work.

24 The GGM shall have experience with major structures and retaining walls using a variety of  
25 foundation and wall types in pre-existing landslide and landslide-prone conditions.

26 Experience with major structures and retaining walls using a variety of foundation and wall types  
27 over and through low strength, disturbed glacially overridden clay is preferred.

28 Experience with complex design, implementation, and monitoring of deformation and vibration  
29 instrumentation is preferred.

30 The GGM shall be familiar with and have a minimum of 3 years of experience on WSDOT  
31 projects performing design using the AASHTO LRFD Bridge Design Specifications and the  
32 requirements of the WSDOT *Geotechnical Design Manual* (Appendix D).

33 Experience as a GGM on previous design-build projects with geotechnical conditions of similar  
34 scope and complexity is preferred.

35 The GGM shall be responsible to oversee and coordinate the work of the Geotechnical Team.

36 The GGM shall be a Professional Engineer prior to execution of the Contract. Unless otherwise  
37 stated, WSDOT will not require that the GGM’s professional engineering license be in place as of  
38 the Proposal Due Date, provided the Proposal includes a commitment that the license will be  
39 obtained prior to execution of the Contract, and provided further that WSDOT determines that the  
40 designated individual is qualified to obtain a license. If a Proposer is selected and the GGM’s  
41 license is not in place at the time of Contract execution, WSDOT shall require the Design-Builder  
42 to replace the GGM with someone who is a Professional Engineer and who meets the minimum  
43 qualifications described in this Section. The Washington State Department of Licensing makes all  
44 determinations whether an applicant is qualified for licensure as a Professional Engineer in the  
45 state of Washington.

The licensure requirements for the GGM will be initially evaluated as either “Pass” or “Fail.” A “Fail” rating can be considered a basis for rejecting the SOQ.

### **Inclusion Manager**

The Inclusion Manager shall be responsible for developing and implementing an approved SVB Plan during the RFP.

The Inclusion Manager shall be responsible for developing and implementing an MWBE Inclusion Plan based on the MWBE Participation Plan Drafting Guidelines for projects with Small and Veteran’s Business Enforceable Goals found at: <https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs> for the Project.

- The Inclusion Manager shall have a minimum of five years of experience managing, recruiting, and working with MWBE and SVBE firms and shall be familiar with the following:
  - Working with local MWBE and SVBE communities,
  - The capabilities and capacities of local MWBE and SVBE firms,
  - Experience in recruiting and working with MWBE and SVBE firms for design-build projects,
  - Experience in assisting MWBE and SVBE firms to develop relationships with contractors.
- The Inclusion Manager shall be assigned to the Project from NTP through Physical Completion and shall be available during all MWBE and SVBE related activities.
- Describe any awards or recognition received relating to diversity and inclusion on past projects.
- Describe the Inclusion Manager’s past performance with subcontracting and/or sub-consulting with diverse business.
- Describe the strategies the Inclusion Manager used on past projects to support participation and how their experience will translate to the Project.

### **7.5.1 Key Personnel Resumes**

Resumes for Key Personnel shall be provided in this section. Resumes shall not exceed two pages per Key Personnel and will not count towards the maximum page count listed in Table 7.2.

Resumes shall highlight the following information:

- Relevant education, training, licensing, and registration/certification
- Years of experience performing similar Work
- Actual work examples relevant to the Project including project description, contracting method used, dates spent on the project, and duties performed

### **7.5.2 References**

For each Key Personnel, list three references from different projects that are included on the resume. All references shall be the owner representative who is most familiar with the Key Personnel, and who could best answer project-specific questions. Provide the owner representative's name, email address, and phone number. The owner representative may be a Consultant who acted on behalf of the owner for the project. The references must not work for the

1 same company of the Person they are referencing. It is important to ensure that the references  
2 listed have specific knowledge of the Person's experience on the project. Include contracting  
3 method for each project listed. Two of the three references for each Key Personnel shall be from  
4 projects that are at least 75 percent complete.

5 WSDOT reserves the right to contact references other than those identified by the Submitter to  
6 evaluate past performance.

### 7 **7.5.3 Evaluation Criteria**

8 The Project Manager, Construction Manager, Design Manager, and GGM will be evaluated  
9 individually on demonstrated experience to successfully fulfill management roles and to  
10 successfully meet the Project goals identified in Table 7.2 while managing projects of similar  
11 scope and complexity. For each Key Personnel, the Submitter shall relate relevant project  
12 experience and performance for each of the Project goals identified in Table 7.2. Experience and  
13 performance during the last 5 years will carry more importance. Demonstrated experience on  
14 projects delivered with a design-build contract is preferred.

15 The Inclusion Manager shall be evaluated on past projects they have supported with participation  
16 goals that include MBE, SBE, VOB and WBE firms and the person's demonstrated ability to  
17 meet the requirements described above. This position will not be evaluated against the Project  
18 goals.

19 Past performance of Key Personnel may be checked by contacting references and will be  
20 considered during evaluations.

21 Maximum points available are listed in Table 7.2.

22 With respect to the information solicited in this Section, failure to provide requested information,  
23 incomplete or inaccurate submissions, or nonresponsive submissions may, at the sole discretion  
24 of WSDOT, result in the SOQ being declared nonresponsive.

## 25 **7.6 Major Participants (Section 3) (500 Points)**

26 WSDOT seeks Submitters who can demonstrate design and construction experience on major  
27 transportation projects. This Section shall describe the details and complexity of one or more  
28 projects. Major Participants listed in Categories A, C, D, E, F, G, H, and I in Section 5.1 shall  
29 have at least one project identified. References shall be provided for all projects listed.

### 30 **7.6.1 References**

31 Project reference information shall be provided on Part 1 of Form C and shall be included in  
32 Appendix C of the SOQ. References shall be provided for all projects listed. Part 1 of Form C  
33 shall not exceed one page. Project reference information shall include the following:

- 34 • Scheduled completion milestones based on the Proposal and actual or current projected  
35 completion dates
- 36 • Contractor or design firms being referenced
- 37 • Contract amount
- 38 • Description of the work or services provided and percentage of the overall project  
39 actually performed by each of the Major Participant(s)
- 40 • Contracting method (design-build, GCCM, design-bid-build, etc.)
- 41 • References (owner representative name, email address, and phone number)



All references shall identify the owner representative who is most familiar with the project and who could best answer project-specific questions. The owner representative may be a Consultant who acted on behalf of the owner for the project. The references must not work for the same company of the Person they are referencing. At least one reference for each Major Participant shall be from a project that is at least 75 percent complete.

WSDOT reserves the right to contact references other than those identified by the Submitter to evaluate past performance.

## **7.6.2 Evaluation Criteria**

The Major Participants will be evaluated on demonstrated project experience and performance. For each Major Participant, the Submitter shall relate relevant project experience for each of the applicable criteria or Project Goals:

1. Project Management: Collaboration
2. Minimize Impacts: Community
3. Minimize Impacts: Mobility
4. Managing Geotechnical Conditions
5. Urban Design and Landscape Architecture

Submitters will be scored on how their experience on previous projects, related to the numbered criteria above, prepares their team for success on this Project. Demonstrated experience on projects of similar scope and complexity is preferred. Submitters shall describe how skills and experience gained on listed projects will be translated to the staff committed to delivering this Project.

WSDOT plans to evaluate Submitters based on their performance on previous projects. Past performance of Major Participants may be checked by contacting references.

For each of the projects referenced by Major Participants listed in Categories A and C in Section 5.1, Submitters shall complete Part 2 of Form C. Part 2 of Form C shall not exceed one page. Submitters shall include the following information in the narrative:

- Issue Resolution - Provide details and an explanation for any dispute proceedings associated with disputes review board procedures, claims, arbitration, or litigation that stemmed from the projects identified in the narrative. This information provided by Submitters will be assessed with respect to the Project Goals.
- Sanctions - For each project listed in the narrative, identify any violations, penalties, fines, or Liquidated Damages assessed against a Major Participant resulting from safety violations; DBE Program violations, permit non-compliance; contract lane restriction violations; and delays to Substantial Completion, Physical Completion, or interim project milestones identified in the Contract. Describe the reason for the sanction(s) and total value assessed against the Major Participant on the project. This project information provided by Submitters will be scored against the Project goals.

With respect to the information solicited in this Section, failure to provide requested information, incomplete or inaccurate submissions, or nonresponsive submissions may, at the sole discretion of WSDOT, result in the SOQ to be declared nonresponsive.

Maximum points available for each criterion are listed in Table 7.2.

## 7.7 Legal (Appendix A) (pass/fail)

The Submitter shall provide a description of the legal entity proposed as the Design-Builder. If the Submitter's legal entity has already been formed, the Submitter shall provide complete copies of the organizational documents along with those documents that allow or would allow by the time of Contract award the Submitter and its team members to conduct business in the State. If the Submitter's legal entity has not yet been formed, then the Submitter shall provide a brief description of the proposed legal structure and provide draft/final copies of the underlying agreements. Once the legal entity is finalized, the Submitter shall supplement its SOQ with copies of the final organizational documents. The final organizational documents shall be submitted no later than 15 Calendar Days before the Proposal Due Date as described in the RFP.

If the Submitter is a joint venture, limited liability company, partnership, or other association, the Submitter shall provide an express statement from each of the partners/members as to their joint and several liability on the Project. The Submitter shall use [WSDOT Standard Form 410-009 Individual Project Statement of Joint Venture](#). This form is available for download at:

<https://wsdot.wa.gov/business-wsdot/how-do-business-us/>

In the instructions to [Form 410-009](#), the requirement for prequalification applies to those firms performing construction Work on the Project (e.g., Contractors). The prequalification requirement does not apply to joint venture members providing design and engineering services only.

Interested Submitters not currently prequalified with WSDOT should contact the WSDOT Contract Ad & Award Office.

### 7.7.1 Evaluation Criteria

Appendix A will be reviewed on a pass/fail basis only, and not as part of the qualitative assessment of the SOQ.

## 7.8 Financial (Appendix B) (pass/fail)

The Submitter shall provide a letter from a Surety or insurance company stating whether or not the Submitter is capable of obtaining Proposal and Contract Bonds as indicated in Table 7.8.

**Table 7.8**  
**Financial Information**

<b>Proposal Bond/Security Penal Sum</b>	<b>Performance and Payment Bond Penal Sum</b>
\$40.8 million	\$815 million
The identified amounts are for RFQ purposes only. Actual amounts of bond/security required by the Contract may vary and shall be in compliance with applicable State law.	

A performance and payment bond is a surety bond furnished by the Design-Builder and the Design-Builder's surety that guarantees performance of the Work and payment to laborers, mechanics, Subcontractors, and materials suppliers in accordance with State law. The Contract Bond is intended to provide protection to WSDOT for the Design-Builder's obligations with respect to construction and post construction phases of the Project.

The Surety letter shall expire no sooner than the Proposal Due Date. Letters indicating "unlimited" bonding capability are not acceptable. The Surety or insurance company providing

the letter must be authorized to do business in the State with an A.M. Best Co. “Best’s Rating” of A- or better.

### **7.8.1 Evaluation Criteria**

Appendix B will be reviewed on a pass/fail basis only, and not as part of the qualitative assessment of the SOQ.

### **7.9 Forms (Appendix C)**

Include Form A, *Acknowledgement of Receipt of Addenda*, included in Appendix A of this RFQ.

Include Form B1, *Organizational Conflicts of Interest Certification*, and Form B2, *Organizational Conflicts of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan* (if necessary), included in Appendix A of this RFQ.

Include Form C, *Reference Information for Major Participants*, included in Appendix A of this RFQ.

Include Form D, *Design-Builder Certification Wage Law Compliance – Responsibility Criteria Washington State Public Works Contracts*, included in Appendix A of this RFQ. If the Submitter is a joint venture, limited liability company, partnership, or other association, the Submitter shall provide a Certification of Wage Law Compliance from each of the partners/members.

Include Form E, *Small and Veteran-Owned Business (SVB) Plan*, included in Appendix A of this RFQ. Refer to the instructions attached to the *SVB Plan Template* (Form E) for guidance on which sections are required to be filled out and included in the Statement of Qualifications.

### **7.9.1 Evaluation Criteria**

Forms A, B1, B2, D and E will be reviewed on a pass/fail basis only, and not as part of the qualitative assessment of the SOQ. Form C will be reviewed on a pass/fail basis and will be used to evaluate references as part of the qualitative assessment of the SOQ. The sections of the Form E SVB Plan that are required to be filled out and submitted with the SOQ shall be completely filled in, not left blank in any areas, shall not contain any notations such as “n/a,” and will be evaluated as pass/fail. Submitters that do not submit an SVB Plan, or submit an SVB Plan that is incomplete, or submit an SVB Plan that cannot be approved because it does not otherwise comply with the requirements of this RFQ, will receive a “fail” rating on the pass/fail criteria. A “fail” rating will lead to a determination that the SOQ is nonresponsive and will be rejected.

### **7.10 Debriefing**

Within 14 Calendar Days after the Protest period, WSDOT will be available for an oral debriefing session. Only Submitters who submit a responsive SOQ may request a debriefing to discuss the evaluation of their Submittal. A written request must be made to the WSDOT Technical Point of Contact by an authorized representative of a Submitter.

### **7.11 Protest Procedures**

This Section sets forth the exclusive protest remedies available with respect to this RFQ. By submitting its SOQ, each Submitter acknowledges the limitation on its rights to protest as set forth in this RFQ; waives all other rights and remedies; and agrees that the decision on any protest, as provided in this RFQ, shall be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Submitters. Such

1 waiver and agreement by each Submitter are also consideration to each other Submitter for  
2 making the same waiver and agreement.

3 All protests and related materials shall be filed, by email, to the Protest Official. The email  
4 subject line shall be "Protest for Contract Name and Contract Number." The Protest Official is  
5 identified as:

6 Jenna Kemp  
7 WSDOT Contract Ad & Award Office  
8 CAA@WSDOT.WA.gov

## 9 **7.12 Protests Regarding the Request for Qualifications**

10 The Submitter may protest the terms of this RFQ prior to the time for submission of the SOQ on  
11 the grounds that a material provision in this RFQ is ambiguous; any aspect of the procurement  
12 process described herein is contrary to legal requirements applicable to this procurement; or this  
13 RFQ in whole or in part exceeds the authority of WSDOT. Protests regarding this RFQ shall be  
14 filed only after the Submitter has informally discussed the nature and basis of the protest with the  
15 WSDOT Technical Point of Contact in an effort to remove the grounds for protest.

16 Protests regarding this RFQ shall completely and succinctly state the grounds for protest and shall  
17 include all factual and legal documentation in sufficient detail to establish the merits of the  
18 protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

19 Protests regarding this RFQ shall be filed as soon as the basis for protest is known to the  
20 Submitter, but in any event it must be actually received by no later than 4:59:59 p.m. PT on the  
21 10th Calendar Day before the SOQ Due Date, provided that protests regarding an addendum to  
22 this RFQ shall be filed and actually received by WSDOT no later than 4:59:59 p.m. PT on the 5th  
23 Calendar Day after the addendum to this RFQ is issued (or no later than the SOQ Due Date, if  
24 earlier).

25 WSDOT will distribute copies of the protest to the other Submitters and may request the other  
26 Submitters to submit statements or arguments regarding the protest. At its discretion, WSDOT  
27 may discuss the protest with the protesting Submitter. If other Submitters are requested to submit  
28 statements or arguments, they may file a statement in support of or in opposition to the protest  
29 within 7 Calendar Days of the request, and such responses shall be received no later than 4:59:59  
30 p.m. PT on the 7th Calendar Day after the request.

31 The protesting Submitter shall have the burden of proving its protest by establishing by a  
32 preponderance of the evidence that WSDOT's decisions concerning the SOQ were arbitrary and  
33 capricious. No hearing will be held on the protest. The Protest Official or its designee will decide  
34 the protest on the basis of the written submissions. WSDOT will furnish copies of the decision in  
35 writing to each Submitter. The decision shall be final and conclusive. If necessary, to address the  
36 issues raised in the protest, WSDOT will make appropriate revisions to this RFQ by issuing  
37 addenda. At its discretion and if necessary, WSDOT may extend the SOQ Due Date to address  
38 any protest issues. Each party shall bear its own attorney's fees and legal costs that may result  
39 from the protest.

40 The failure of a Submitter to raise the grounds for a protest regarding this RFQ within the  
41 applicable time period shall constitute an unconditional waiver of the right to protest the terms of  
42 this RFQ and shall preclude consideration of that ground in any protest of qualification of a  
43 Submitter.

### 7.13 Protests Regarding Responsiveness and Short Listing

A Submitter may protest the results of the above-described evaluation and qualification process by filing a notice of protest by email to the Protest Official. The email subject line shall be “Protest for Contract Name and Contract Number”. WSDOT will distribute a copy of the notice of protest to the other Submitters.

Notice of protest of any decision of a SOQ’s responsiveness must be filed by no later than 4:59:59 p.m. PT on the 5th Calendar Day after the earliest to occur of (i) notification of nonresponsiveness, (ii) the scheduled date for oral meetings and presentations (if any), or (iii) the publication of the Short Listed Submitters notice on Ad & Award website: <https://wsdot.wa.gov/business-wsdot/contracting-opportunities>. By no later than 4:59:59 p.m. PT on the 10th Calendar Day after the earlier of (i) – (iii) above, the protesting Submitter must file with the Protest Official a detailed statement of the grounds, facts, and legal authorities, including all documents and evidentiary statements, in support of the protest.

Notice of protest of the decision on Short Listed Submitters must be filed and received by the Protest Official by no later than 4:59:59 p.m. PT on the 5th Calendar Day after posting of the announcement of the Short Listed Submitters.

By no later than 4:59:59 p.m. PT on the 10th Calendar Day after posting the announcement of the Short Listed Submitters notice, the protesting Submitter must file with the Protest Official a detailed statement of the grounds, facts, and legal authorities, including all documents and evidentiary statements, in support of the protest.

Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Submitter shall have the burden of proving, by a preponderance of the evidence, that the decision of WSDOT being protested was arbitrary and capricious. WSDOT will distribute a copy of the detailed statement to all other Submitters.

Failure to file a notice of protest or a detailed statement within the applicable time period shall constitute an unconditional waiver of the right to protest the evaluation or short listing process and decisions.

Other Submitters may file a statement with the Protest Official by email in support of or in opposition to the protest. The statement must be filed by no later than 4:59:59 p.m. PT on the 7th Calendar Day after the protesting Submitter files its detailed statement of protest. WSDOT will promptly forward copies of any statements to the protesting Submitter.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided. At the sole discretion of the Protest Official or its designee, a hearing or argument may be permitted, if necessary, for protection of the public interest or an expressed, legally recognized interest of a Submitter or WSDOT. The Protest Official or its designee shall issue a written decision regarding the protest within 15 Calendar Days after the Protest Official receives the detailed statement of protest. The decision shall be final and conclusive. The Protest Official or its designee shall deliver the written decision to the protesting Submitter and copies to the other Submitters.

If a notice of protest regarding responsiveness is filed prior to the oral meetings and presentation process (if any), WSDOT may proceed with the oral meetings and presentation process and may short list Submitters before the protest is withdrawn or decided, unless the Protest Official or its designee determines, at their discretion, that it is in the public interest to postpone the short list announcement prior to a decision. Such a determination shall be in writing and shall state the facts on which it is based.

If the Protest Official or its designee concludes that the Submitter filing the protest has established a basis for protest, the Protest Official or its designee will determine what remedial

1 steps, if any, are necessary or appropriate to address the issue raised in the protest. The steps may  
2 include, but are not limited to, submitting the issue to the WSDOT Evaluation Committee to  
3 determine whether the list of Submitters selected to submit Proposals should be revised;  
4 withdrawing or revising the decisions; issuing a new RFQ; or taking other appropriate actions.

5 If the protest is denied, the protesting Submitter may seek judicial review of WSDOT's decision  
6 in the Superior Court of Thurston County, Washington, within 5 Calendar Days of receiving  
7 WSDOT's decision denying the protest. Each party shall bear its own attorney fees, expert  
8 witness fees, and all other legal costs.

#### 9 **7.14 Costs and Damages**

10 WSDOT shall not be liable for damages to the Submitter filing the protest or to any participant in  
11 the protest, on any basis, express or implied.

### 12 **End of Request for Qualifications**

13

1

## **Appendix A**

### **Request for Qualifications Forms**

2

1

## **Appendix B**

### **Abbreviations and Definitions**



## General

The following abbreviations and definitions shall apply generally to the design-build procurement process and have the meanings set forth herein as they are used in the RFQ document.

### 1-01.1 Abbreviations

#### 1-01.1(1) Associations and Miscellaneous

AAA	American Arbitration Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act of 1990
ADO	Award Determination Official
ADR	Alternative Dispute Resolution
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMS	Aerospace Material Specification
ANSI	American National Standards Institute
APA	American Plywood Association
APE	Area of Potential Effect
API	American Petroleum Institute
APWA	American Public Works Association
AAR	Association of American Railroads
AREMA	American Railway Engineering and Maintenance Association
ARTBA	American Road & Transportation Builders Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWPA	American Wood Protection Association

1	AWS	American Welding Society
2	AWWA	American Water Works Association
3	BAFO	Best and Final Offer
4	BA	Biological Assessment
5	BLAS	Bridge and Landscape Architectural Standards
6	BDM	Bridge Design Manual
7	BMP	Best Management Practice
8	CATS	Construction Audit Tracking System
9	CFR	Code of Federal Regulations
10	CE	Categorical Exclusion
11	CESCL	Certified Erosion and Sediment Control Lead
12	CPESC	Certified Professional in Erosion and Sediment Control
13	CUF	Commercially Useful Function
14	DAHP	Department of Archaeology and Historic Preservation
15	DBE	Disadvantaged Business Enterprise
16	DBIA	Design Build Institute of America
17	DEIR	Daily Environmental Inspection Report
18	DIPRA	Ductile Iron Pipe Research Association
19	ECAP	Environmental Compliance Assurance Procedure
20	ECI	Environmental Compliance Inspector
21	ECM	Environmental Compliance Manager
22	ECP	Environmental Compliance Plan
23	DNR	Department of Natural Resources
24	EEI	Edison Electric Institute
25	EEO	Equal Employment Opportunity
26	EIA	Electronic Industries Alliance
27	EJ	Environmental Justice
28	EOR	Engineer of Record
29	EPA	Environmental Protection Agency
30	EPD	Escrow Proposal Documents
31	ESAL	Equivalent Single Axle Loads
32	FEMA	Federal Emergency Management Agency
33	FHWA	Federal Highway Administration

1	FOP	Field Operating Procedure
2	FTA	Federal Transit Administration
3	GBR	Geotechnical Baseline Report
4	GDR	Geotechnical Data Report
5	GP	General Purpose
6	HAC	High Accident Corridor
7	HAL	High Accident Location
8	HCM	Highway Capacity Manual
9	HMBR	Hazardous Materials Baseline Report
10	HOT	High Occupancy Toll
11	HOV	High Occupancy Vehicle
12	HPA	Hydraulic Project Approval
13	HVF	High Visibility Fencing
14	HVSF	High Visibility Silt Fence
15	IBC	International Building Code
16	I/C	Interchange
17	ICC	International Code Council
18	ICEA	Insulated Cable Engineers Association
19	IECP	Interim Environmental Compliance Plan
20	IEEE	Institute of Electrical and Electronics Engineers
21	IES	Illumination Engineering Society
22	IFC	International Fire Code
23	ICC	International Code Cancel
24	IGA	Intergovernmental Agreement
25	IMSA	International Municipal Signal Association
26	ITE	Institute of Transportation Engineers
27	ITP	Instructions to Proposers
28	ITS	Intelligent Transportation System
29	JARPA	Joint Aquatic Resource Permit Application
30	LBP	Lead Based Paint
31	LEP	Limited English Proficient
32	MOT	Maintenance of Traffic
33	MOU	Memorandum of Understanding

1	MP	Milepost
2	MWBE	Minority and Women's Business Enterprise
3	MUTCD	Manual on Uniform Traffic Control Devices
4	MTCA	Model Toxics Control Act
5	NEC	National Electrical Code
6	NEMA	National Electrical Manufacturers' Association
7	NEPA	National Environmental Policy Act
8	NFPA	National Fire Protection Association
9	NRHP	National Register of Historic Places
10	NIST	National Institute of Standards and Technology
11	NMFS	National Marine Fisheries Service
12	NOAA	National Oceanic Atmospheric Administration
13	NPDES	National Pollution Discharge Elimination System
14	NRMCA	National Ready Mix Concrete Association
15	NTP	Notice to Proceed
16	NWR	Northwest Region
17	OEO	Office of Equal Opportunity
18	OJT	On the Job Training
19	OMWBE	Office of Minority and Women's Business Enterprises
20	OSHA	Occupational Safety and Health Administration
21	PAL	Pedestrian Accident Location
22	PCA	Portland Cement Association
23	PHD	Preliminary Hydraulic Design Report
24	PPI	Plastic Pipe Institute
25	P/PCI	Precast/Prestressed Concrete Institute
26	PTI	Post Tensioning Institute
27	QA	Quality Assurance
28	QMP	Quality Management Plan
29	QPL	Qualified Products List
30	RAM	Request for Approval of Material
31	ROM	Record of Materials
32	RCW	Revised Code of Washington (Laws of the State)
33	RFC	Released for Construction

1	ROW	Right-of-Way
2	SAE	Society of Automotive Engineers
3	SATC	State Apprenticeship Training Council
4	SBE	Small Business Enterprise
5	SEPA	State Environmental Policy Act
6	SFTP	Secure File Transfer Protocol
7	SGDR	Supplemental Geotechnical Data Report
8	SOP	Standard Operating Procedure
9	SPCC	Spill Prevention, Control, and Countermeasures Plan
10	SPUI	Single Point Urban Interchange
11	SR	State Route
12	SSPC	Steel Structures Painting Council
13	STA	Station
14	SVBE	Small and Veteran-Owned Business Enterprise
15	TESC	Temporary Erosion and Sediment Control
16	TIA	Telecommunications Industry Association
17	TNM	Traffic Noise Model
18	TR	Technical Requirements
19	TRB	Transportation Research Board
20	UHPC	Ultra-High Performance Concrete
21	UL	Underwriters Laboratory
22	UST	Underground Storage Tank
23	VOB	Veteran-Owned Business
24	VPH	Vehicles per Hour
25	VPHPL	Vehicles per Hour per Lane
26	WAC	Washington Administrative Code
27	WAQTC	Western Alliance for Quality Transportation Construction
28	WDFW	Washington Department of Fish and Wildlife
29	WCLIB	West Coast Lumber Inspection Bureau
30	WISHA	Washington Industrial Safety and Health Administration
31	WQMPP	Water Quality Monitoring and Protection Plan
32	WSDOE	Washington State Department of Ecology
33	WSDOT	Washington State Department of Transportation

1	WWPA	Western Wood Products Association
2	<b>1-01.1(2)</b>	<b>Items of Work</b>
3	Agg.	Aggregate
4	Al.	Aluminum
5	ATB	Asphalt Treated Base
6	ATM	Active Traffic Management
7	ATS	Automatic Transfer Switch
8	BCS	Bridge Control System
9	BST	Bituminous Surface Treatment
10	CDF	Control Density Fill
11	CCTV	Closed Circuit Television
12	Cl.	Class
13	cfm	Cubic Feet per Minute
14	cfs	Cubic Feet per Second
15	Comb.	Combination
16	Conc.	Concrete
17	CPF	Composite Pay Factor
18	Crib.	Cribbing
19	CSBC	Crushed Surfacing Base Course
20	Culv.	Culvert
21	cy or cu yd.	Cubic Yard
22	Diam.	Diameter
23	DBH	Diameter at Breast Height
24	DDP	Design Documentation Package
25	DMS	Dynamic Message Signs
26	ESAL	Equivalent Single Axle Loads
27	Est.	Estimate or Estimated
28	Excl.	Excluding
29	F	Fahrenheit
30	gph	Gallon per Hour
31	gpm	Gallon per Minute
32	HAR	Highway Advisory Radio

1	HDPE	High Density Polyethylene
2	Hund.	Hundred
3	HMA	Hot Mix Asphalt
4	In.	Inch
5	Incl.	Including
6	ITS	Intelligent Transportation System
7	JMCIF	Job Mix Compliance Incentive Factor
8	JMF	Job Mix Formula
9	lb	Pound(s)
10	LCS	Lane Control Signs
11	LED	Light Emitting Diode
12	LF or Lin. Ft.	Linear Foot (Feet)
13	LS	Lump Sum
14	LWM	Large woody material
15	M	Thousand
16	MBM	Thousand Feet Board Measure
17	MEF	Maximum Extent Feasible
18	MUTS	Minimum Ultimate Tensile Strength
19	PBB	Portage Bay Bridge
20	PBBN	Portage Bay Bridge North
21	PBBS	Portage Bay Bridge South
22	PCCP	Portland Cement Concrete Pavement
23	PCPS	Precast/Prestressed
24	Pres.	Pressure
25	PSI	Pounds per Square Inch
26	PVC	Polyvinyl Chloride
27	RAP	Recycled Asphalt Pavement
28	Reg.	Regulator
29	Reinf.	Reinforced, Reinforcing
30	RSUP	Regional Shared Use Path
31	Sec.	Section
32	SMS	Side-Mounted Message Signs
33	St.	Steel

1	Str.	Structural
2	sy or sq. yd.	Square Yard(s)
3	Th.	Thick or Thickness
4	Tr.	Treatment
5	Va	Air Voids
6	VC	Vitrified Clay
7	VFA	Voids Filled with Asphalt
8	VMA	Voids in Mineral Aggregate
9	VMS	Variable Message Sign
10	WAB	West Approach Bridge
11	WABN	West Approach Bridge North
12	WABS	West Approach Bridge South
13	WCB	West Connection Bridge

14 **1-01.2 Definitions**

15 **1-01.2(1) Defined Terms**

16 The following capitalized terms shall have the following meanings:

17 **10th Avenue E SUP Tunnel** - The tunnel for the shared-use-path beneath 10th Avenue East as  
18 shown in the Conceptual Plans.

19 **Active Traffic Management (ATM)** - A system of signs, variable message signs, embedded  
20 loops, and associated support Structures placed at approximately ½-mile intervals to reduce  
21 congestion and improve safety. The signs are able to display speed limits for each travel lane,  
22 display warning messages to drivers, or indicate that a lane is closed.

23 **Alternative Technical Concept (ATC)** – A concept proposed by the Design-Builder and  
24 approved by WSDOT pursuant to the Instructions to Proposers which modifies the Basic  
25 Configuration or other Contract requirements.

26 **Apparent Best Value** - Is the result of an evaluation and selection process that considers price  
27 and other key factors in determining the likelihood of successfully achieving the Project goals.

28 **Apparent Best Value Proposer** - The responsive Proposer chosen as a result of Apparent Best  
29 Value determination.

30 **Appendix (Appendices)** - Where referred to in the Request for Proposal (without other  
31 reference), the term Appendix (Appendices) refers to the documents listed in Appendix A1 of the  
32 Technical Requirements.

33 **Applicable Law** - All laws, codes, rules, ordinances, restrictions, and regulations of the Federal,  
34 State, regional, or any local government (including those resulting from the initiative or  
35 referendum process) and judicial or administrative orders which affect the acquisition of real  
36 property for, or the design, construction, operation, or maintenance of the Project including,



without limitation, those relating to fire, safety, land use, health, labor, environmental protection, seismic design, conservation, traffic control, parking, handicapped access, zoning and building laws, codes, ordinances, rules, and regulations.

**As Built Plans** - Final drawings and specifications furnished by the Design-Builder, documenting the details and dimensions of the completed Work.

**Architect** - Registered in the State of Washington under Title 18 RCW.

**Authority Having Jurisdiction (AHJ)** - The Authority Having Jurisdiction for the SR 520 Corridor including the roadway beneath the Roanoke Lid Bridge will be WSDOT.

**Authorized Utility** - A facility that occupies the Right of Way under a franchise, permit or compensable right.

**Auxiliary Lane** - The part of the roadway next to traveled ways for parking, speed changes, turning, weaving, truck climbing, or for anything that adds to through traffic movement and shall be treated as a Traveled Way.

**Basic Configuration** - The following required elements of the Conceptual Plans (Appendix M) which may have been modified by Pre-Approved Design Analyses (Appendix O) and Pre-Approved Design Decisions (Appendix O) that the Design-Builder may rely on:

- Horizontal and vertical alignments of SR 520 ML and MR Mainline
- Number/Type/Location of Ramps/Overpasses/Underpasses/Interchanges
- Number/Location of Lid Bridge and Bridges
- The square footage of coverage of Roanoke Lid Bridge along SR 520 Mainline between 10th Avenue East and Delmar Drive East.
- Number of Highway Lanes
- Number of Ramp Lanes
- Number/Location/Length/Width of part-time shoulder
- Number/Type of Ramp Meters
- Length of Ramp Meter Storage
- Horizontal and vertical alignments of City of Seattle Streets including East Roanoke Street, Harvard Avenue East, Broadway East, 10th Avenue East, and Delmar Drive East
- Horizontal alignment of Regional Shared-Use Path
- Number/Type of Signalized Intersections
- Approximate Project Limits
- Right-of-Way limits
- Number of, and location of sidewalks

**Betterment** - With respect to the Technical Proposal, any item included in the Design-Builder's Technical Proposal that clarifies the Design-Builder's intention to exceed a requirement included in the Contract Documents.

**Betterment (Utility)** - With respect to a given Utility facility, any upgrading of such facility that is not attributable solely to the construction of the Project, and is made solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, level of service, efficiency, duration, or function of the Relocated or replaced or new facility over that which was provided by the existing facility; provided that the following are not considered Betterments:

1. Any upgrade necessary for safe and effective construction of the Project.
2. Replacement devices or materials that meet equivalent standards although they are not identical.
3. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.
4. Any upgrading required by applicable Governmental Rules.
5. Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase).
6. Any upgrading required by the Utility Owner's Utility Standards in effect as of the date of execution of the applicable Relocation Agreement.
7. Any discretionary decision by a Utility Owner contemplated within a particular Utility Standard.

Notwithstanding the foregoing, in case of any discrepancy between the determination of applicable Utility Standards or the definition of "Betterment" set forth above, and the determination of applicable Utility Standards or the definition of Betterment in the Relocation Agreement applicable to a particular Utility, the terms of the Relocation Agreement shall apply.

**Bridge Approach Embankments** - An embankment beneath a Structure and extending 100 feet beyond a Structure's end (at Subgrade elevation for the full embankment width) plus an access ramp on a 10:1 slope to the original ground elevation. Also, any embankment that replaces unsuitable foundation soil beneath the Bridge Approach Embankment.

**Broker** - A business firm that provides a bona fide service, that assist in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or, Persons/companies who arrange or expedite transactions (i.e., arranging a transaction or service but does not provide a work product or enhancement).

**Calendar Day** - Any day, or portion of a day, on the calendar including Saturdays, Sundays, and legal holidays, beginning and ending at midnight.

**Certified Claim** - A written claim filed by the Design-Builder pursuant to the terms, conditions and requirements of Section 1-09.11, after exhausting all the means provided to resolve a dispute, including the use of a Disputes Review Board if one was established.

**Change Order** - An amendment to the terms and conditions of the Contract Documents issued in accordance with Section 1-04.4.

**Cited References** - Any standard or specification (including Mandatory Standards) applicable to the Project established by reference contained in the Contract Documents or Design Documents.

**City of Seattle (City)** - Means the City of Seattle, including the Seattle Department of Transportation, Seattle City Light, Seattle Public Utilities, Seattle Information Technology,

1 Seattle Department of Parks and Recreation, and any other department through which the City of  
2 Seattle may act, depending on the context.

3 **City of Seattle Facilities** - City of Seattle infrastructure (including Utilities in WSDOT ROW  
4 that have or will have a permit or easement) and City of Seattle Right-of-Way improvements or  
5 City of Seattle-owned property improvements that are impacted by, modified or constructed as  
6 part of the Project that are or will be owned by the City of Seattle.

7 **City of Seattle Interests** - Improvements outside of the City of Seattle Right-of-Way and outside  
8 of City of Seattle-owned property that are modified or constructed as part of the Project that are  
9 or will be operated, improved/replaced and/or maintained by the City of Seattle, as defined in  
10 Maintenance and Operations Areas (Appendix N).

11 **Code of Federal Regulations (CFR)** - Regulations that implement and carry out the provisions  
12 of Federal law relating to the administration of Federal aid for highway.

13 **Cold Weather Protection Period** - A period of time 7 Calendar Days from the day of concrete  
14 placement or the duration of the cure period, whichever is longer.

15 **Commercially Useful Function (CUF)** - A firm performs a commercially useful function when  
16 it is responsible for execution of the work of the contract and is carrying out its responsibilities by  
17 actually performing, managing, and supervising the work involved. To perform a commercially  
18 useful function, the MWBE or SVBE must also be responsible, with respect to materials and  
19 supplies used on the contract, for negotiating price, determining quality and quantity, ordering the  
20 material, and installing (where applicable) and paying for the material itself. A SVBE or MWBE  
21 firm does not perform a CUF if its role is limited to that of an extra participant in a transaction,  
22 contract, or Project through which the funds are passed in order to obtain the appearance of  
23 SVBE or MWBE participation.

24 **Completion Date/Completion** - The meaning set forth in Section 1-08.5(3).

25 **Conceptual Design** - Preliminary design concept, including the required elements of the Basic  
26 Configuration, presented in Appendix M and the conceptual Utility Relocation Plans presented in  
27 Appendix U, if any.

28 **Conceptual Plans** - The plans included in Appendix M.

29 **Conformed Request for Proposal** - The version of the Request for Proposal documents that  
30 incorporates addenda released during the proposal preparation period. The Conformed Request  
31 for Proposal will be provided for the convenience of the parties to the Contract and shall not be  
32 construed as a Contract Document.

33 **Context Sensitive Solutions** - The planning approach for transportation projects that accounts for  
34 effects on the aesthetic, social, economic, and environmental values, needs, constraints, and  
35 opportunities in a larger community setting.

36 **Contract** - Depending on the context, either (a) the written agreement (Contract Form) between  
37 WSDOT and the Design-Builder or (b) the Contract Documents.

38 **Contract Bond** - The approved form of security furnished by the Design-Builder and the Design-  
39 Builder's Surety as required by the Contract that guarantees performance of the Work required by  
40 the Contract and payment to anyone who provides supplies or labor for the performance of the  
41 Work and performance as required under the Warranty requirements of the Contract.

1       **Contract Documents** - The documents identified as such in the Contract Form.

2       **Contract Form (Agreement Form)** - The form provided by WSDOT that requires the  
3       authorized signatures of the Design-Builder and WSDOT to result in formal execution of  
4       the Contract.

5       **Contract Price** - The total amount payable by WSDOT to the Design-Builder for performance of  
6       the Work under the Contract, as stated in the Contract Form and as adjusted in accordance with  
7       the Contract.

8       **Contract Schedule** - The price-loaded critical path method schedule setting forth the plan for  
9       performance of the Work as described in Section 1-08.3 including the Baseline Contract Schedule  
10      and Monthly Contract Schedule Updates.

11      **Contract Time** - The period of time in Calendar Days, including adjustment thereto authorized  
12      by WSDOT, designated in the Contract Form for Substantial Completion of the Work. Contract  
13      Time shall begin on the first Calendar Day after the effective date of Notice to Proceed.

14      **Controls Room** - separated room in the FLS Structure which contains the FLS control systems,  
15      monitors and small desk in a controlled environment which workers may use on an occasional  
16      basis to perform maintenance or monitor FLS systems for the Roanoke Lid Bridge.

17      **Cost Responsibility** - A legal or contractual obligation requiring a Utility Owner to pay for  
18      Relocation Costs.

19      **Critical Path** - Each critical path on the Contract Schedule which ends on the contractual  
20      deadline for Substantial Completion (i.e., the term shall apply only following consumption of all  
21      available Float in the schedule for Substantial Completion). The lower-case term “critical path”  
22      shall generally mean the sequence of activities that shows the shortest time path for Completion  
23      of the Project.

24      **Dangerous Waste** - Solid wastes designated in WAC 173-303-070 through WAC 173-303-100  
25      as dangerous or extremely hazardous or mixed waste. Dangerous waste includes all federal  
26      hazardous waste, plus certain wastes exhibiting specific characteristics based on toxicity and  
27      persistence.

28      **Deactivated Utility** - A Utility facility no longer being used by the Utility Owner. The Utility  
29      Owner continues to maintain ownership and responsibility for the facility’s disposition.

30      **Design Analyses** - A document decision by WSDOT granting approval to the Proposer or  
31      Design-Builder to differ from the specified value or range of values for a design element in the  
32      WSDOT *Design-Manual* (see WSDOT *Design Manual* Section 300, Appendix D3) at Project-  
33      specific locations.

34      **Design Deviation** – A document decision by the City of Seattle granting approval to the Design-  
35      Builder to differ from the specified value or range of values for a design element in the *Streets*  
36      *Illustrated: City of Seattle Right-of-Way Improvements Manual* (Appendix D) at Project-specific  
37      locations.

38      **Design-Builder** - The firm, partnership, joint venture, or organization that contracts with  
39      WSDOT to perform the Work.

40      **Design-Builder Initiated Change** - The meaning set forth in Section 1-04.4.

1     **Design Documents** - Documents that manifest the design for the Project developed by the  
2     Design-Builder or any portion, component, or element thereof.

3     **Design File** - The meaning set forth in the Technical Requirements.

4     **Design Work** - Work that includes technical reports/memoranda, design survey, geotechnical  
5     testing and engineering, Utilities investigation and design, pavement design, Structures design,  
6     drainage design, stormwater/water quality management plans, landscape architecture and design,  
7     civil roadway design, traffic engineering, lighting design, and Quality Assurance.

8     **Differing Site Conditions** - The meaning set forth in Section 1-04.7.

9     **Digital Signature** - A cryptographic electronic signature created and sent by a recognized agent  
10    of the Design-Builder using a certificate to provide authentication. Examples of records where  
11    digital signatures are required include, at a minimum:

- 12         • WSDOT Form 134-146, *Final Contract Voucher Certificate*
- 13         • WSDOT Form 421-009, *Retained Percentage (except landscaping)*

14    **Disputes Review Board (DRB)** - Three-member board created as part of the dispute resolution  
15    process pursuant to Section 1-09.11.

16    **Electronically submitted/delivered** - The successful submittal of a Statement of Qualifications  
17    or Proposal to the WSDOT secure file transfer protocol (SFTP) site via the process described in  
18    the Request for Qualifications or Request for Proposal. The Statement of Qualifications and  
19    Proposal files shall be free of defects affecting the access and evaluation of the documents by  
20    WSDOT.

21    **Emergency System** - those systems needed for emergencies on SR 520 including, but not limited  
22    to, emergency conduit, conductors and cables, and junction boxes, emergency underlid lighting,  
23    underlid lighting control system, underlid closure signs, underlid closure signals, underlid closure  
24    gates, underlid CCTV cameras and CCTV cameras required for the visual verification of  
25    Roanoke lid systems, ATM signs installed as part of the I-5 Project, emergency communication  
26    network equipment, the complete emergency back-up power system(s) including ATS, UPS,  
27    underlid power submeters, and power quality meters, and all systems and elements associated  
28    with Fire Life Safety.

29    **E-N Ramp to Montlake** - The structure allowing eastbound SR 520 vehicular traffic to exit SR  
30    520 at Montlake as shown in the Conceptual Plans.

31    **Engineer of Record (EOR)** - The Design-Builder's engineer(s) who places their professional  
32    engineering seal on a document.

33    **Environmental Justice (EJ)** - Environmental justice seeks to lessen unequal distributions of  
34    environmental burdens (pollution, industrial facilities, crime, etc.), equalize benefits and balance  
35    access to nutritious food, clean air and water, parks, recreation, health care, education,  
36    transportation, safe jobs, etc., in a variety of situations. Self-determination and participation in  
37    decision making are key pieces of environmental justice. Presidential Executive Order 12898,  
38    USDOT, and FHWA implementing orders set the standards for environmental justice for  
39    transportation projects. Environmental justice means minority and low income populations do not  
40    suffer disproportionately high and adverse human health or environmental effects from agency  
41    programs, policies, and activities.

**Environmental Laws** - All Governmental Rules now or hereafter in effect regulating, relating to, or imposing liability or standards of conduct concerning the environment or to emissions, discharges, releases, or threatened releases of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material into the environment including into the air, surface water, or groundwater or onto land, or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, or handling of hazardous, toxic, or dangerous waste, pollutant, contaminant, substance, or material, or otherwise relating to the protection of public health, public welfare, public safety or the environment (including protection of nonhuman forms of life, land, surface water, groundwater, and air), including, at a minimum, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (“CERCLA”), as amended by the Superfund Amendment and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (“RCRA”), as amended by the Solid and Hazardous Waste Amendments of 1984; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Hazardous Materials Transportation Uniform Safety Act; the Oil Pollution Act of 1990; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the Federal Water Pollution Control Act, the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; Fish and Game Code §1600 et seq.; the Washington Model Toxics Control Act, Chapter 70.105D RCW; and the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; the Washington Water Pollution Control Act; the Land and Water Conservation (LWCF) Act, the Clean Air Washington Act; the Washington Solid Waste Management laws; the Washington Underground Petroleum Storage Tanks Act, the Washington Industrial Safety and Health Act; the Washington Worker and Community Right to Know Act, and the Washington Oil and Hazardous Substance Spill Prevention and Response Act, all as amended and supplemented previously or in the future.

**Escrow Proposal Documents (EPD)** - The documentary information used in preparation of the Proposal required to be placed in safekeeping as provided in Section 1-03.15.

**Existing Utility Listing** - A spreadsheet in Appendix U that identifies each known utility for ownership, Utility Type or a Prior Relocation, and other information.

**Final Acceptance** - Acceptance of the Contract and Work following Completion in accordance with Section 1-05.12.

**Final Cleanup** - The Work described in Section 1-04.11.

**Final Contract Voucher Certification** - WSDOT Form 134-146, *Final Contract Voucher Certificate*.

**Final Design Documents** - The Design Documents reflecting the final design for the Project, as reviewed by WSDOT.

**Final Inspection** - Inspection by WSDOT of the construction Work to determine whether the Work conforms to the requirements of the Contract Documents and is complete. Final Inspection of warranted Work will be made at the end of the Warranty term.

**Fire Life Safety Structure (FLS Structure)** - the entire structure that houses the FLS equipment and controls for operating emergency equipment and automated fire protection systems and ITS

communications to external control facilities. Includes the Controls Room, UPS Room and Valve Room.

**Force Account Work** - Work measured and paid in accordance with Section 1-09.6.

**Float** - Schedule activity Float is the number of Calendar Days the activity can be delayed without delaying the Project Substantial Completion and/or any Contract milestone dates. All Float contained in the Baseline Contract Schedule shall be considered a Project resource available to either party or both parties as needed.

**Floating Bridge and Landings (FB&L)** - Floating Bridge & Landings project constructed in a previous contract.

**Franchise/Permit Utility** - A Utility that is installed in its existing location pursuant to a franchise or permit issued by WSDOT or a Governmental Body.

**Frontage Road** - A local street or road usually next to an arterial highway that serves abutting property and adjacent areas and controls access.

**Geotechnical Baseline Report (GBR)** - The Contract Document set forth in Appendix G identifying the geotechnical baselines and risk profile that will be used in determining Differing Site Conditions.

**Geotechnical Data Report (GDR)** - The summary set forth in Appendix G of geotechnical surveying performed by WSDOT upon which WSDOT developed the Geotechnical Baseline Report.

**Geotechnical Recommendations** - Recommendations for design or construction that are geotechnical in nature or address geotechnical issues. These may be in the form of email, memorandums, letters, or reports. The term Geotechnical Recommendations, as most often used within the Request for Proposal, refers to products produced by the Design-Builder, but the term may also refer to products produced by WSDOT. The Design-Builder may have to rely on context and use to distinguish the difference.

**Good Faith Efforts (SVBE)** - Efforts to achieve the SVBE Contract Goals at the completion of the project. The efforts will demonstrate, by their scope, intensity, and appropriateness to the objective, that the bidder can reasonably be expected to fulfill the program requirement.

**Governmental Approvals** - Any approval, authorization, certification, consent, exemption, filing, lease, license, permit, registration, or ruling, required by or with any Governmental Body in order to perform the Work or any Relocation Work being performed by a Utility Owner, including any modification or supplement to any of the foregoing, but excluding (a) any such approvals relating to the work to be performed by other contractors as specifically described in the Contract Documents and (b) any such approvals required by or with a Governmental Body in its capacity as a Utility Owner.

**Governmental Body** - Any Federal, State, local, or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public, or statutory instrumentality, administrative agency, authority, body, or entity other than WSDOT.

**Governmental Rules** - All applicable Federal, State, and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders, and decrees of any Governmental Body having jurisdiction over the Project or Site, the practices involved in

the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. The term “Governmental Rule” does not include Governmental Approvals.

**Hazardous Materials** - Any (a) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds, or inorganic compounds, as defined by any Environmental Law; (b) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any Environmental Law; (c) substance, product, waste, pollutant, contaminant, or other material of any nature whatsoever which may give rise to liability under clause (a) or (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a State or Federal court; (d) petroleum hydrocarbons excluding de minimus amounts and excluding petroleum hydrocarbon products contained within regularly operated motor vehicles; and (e) hazardous building materials including, but not limited to, asbestos or asbestos-containing materials, lead or polychlorinated biphenyls (PCBs) in Structures and other improvements on or in the Site or in subsurface artifacts (other than mineral asbestos naturally occurring in the ground). The term “Hazardous Materials” includes Hazardous Waste and non-RCRA hazardous waste.

**Hazardous Materials Baseline Report (HMBR)** - The Contract Document set forth in Appendix E identifying the hazardous material conditions in soil and groundwater that the Design-Builder should expect to encounter during underground and subsurface construction.

**Hazardous Materials Management** - Sampling, stockpiling, treatment, clean up, remediation, transportation, and off-site disposal of Hazardous Materials, whichever is the most cost effective approach authorized under applicable Governmental Rules and Environmental Law.

**Hazardous Waste** - Waste as defined in 40 C.F.R. Part 261.

**Highway** - A public way for vehicles, including the entire Right of Way.

**High Capacity Transit (HCT)** - Includes both Light Rail Transit (LRT) and Bus Rapid Transit (BRT).

**Hold Point** - Mandatory inspection points identified in the Design-Builder’s Quality Management Plan beyond which Work cannot proceed until required Quality Assurance inspection has been performed and a written release is granted by the Design-Builder’s Quality Assurance organization.

**I-5 Project** - The SR 520/I-5 Interchange - Improvements Project.

**I-5 (Roanoke) Trail Crossing Bridge** - The structure providing for a pedestrian path over I-5 as shown in the Conceptual Plans.

**Impact Area Footprint** - The area within the limits of construction lines depicted in the Environmental Constraints Plan (Appendix E) that defines the limit of the permitted footprint of the Project as described in Technical Requirements Section 2.8, *Environmental*.

**Incidental Utility Work** - Includes all of the following Work necessary for the construction of the Project:

1. Service Line Relocations.



1           2. The adjustment of Utility appurtenances (e.g., manholes, valve boxes, and vaults) for line  
2           and grade upon completion of roadway Work.

3           3. All Work necessary to remove or deactivate in place any Utility that was taken out of  
4           service prior to the Proposal Due Date, in accordance with Technical Requirements  
5           Section 2.10, *Utilities and Relocation Agreements*.

6           **Indemnified Parties** - The meaning set forth in Section 1-07.14(1).

7           **Independent Assurance (IA)** - The meaning set forth in Technical Requirements Section 2.28,  
8           *Quality Management Plan*.

9           **Initial Planting** - The meaning set forth in Section 1-05.16(9).3.

10          **Injunction** - The permanent injunction regarding culvert correction (United States District Court  
11          Western District of Washington at Seattle, United States of America, et al., Plaintiffs, v. State of  
12          Washington, et al., Defendants, No. C70-9213 subproceeding No. 01-1, (Culverts), Permanent  
13          Injunction Regarding Culvert Correction).

14          **Inspector** - The Design-Builder's representative who inspects Contract performance in detail.

15          **Instructions to Proposers (ITP)** - The WSDOT-issued document included in the Request for  
16          Proposal, providing instructions regarding the preparation and submission of the Proposal.

17          **Intelligent Transportation Systems (ITS)** - All components and equipment referenced as such  
18          in the Technical Requirements.

19          **Intergovernmental Agreement (IGA)** - An agreement between WSDOT and another  
20          Governmental Body that is included in the Request for Proposal, which addresses Utility Work,  
21          roadway design, engineering studies, construction, maintenance, or other services, as the same  
22          may be amended.

23          **Interpretive Engineering Decision** - The meaning given in Section 1-03.5.

24          **Key Personnel** - The personnel described in the Request for Qualifications.

25          **Landscape Architect** - Registered in the state of Washington under Title 18 RCW.

26          **Landscaping** - The act of installation, construction and maintenance of:

- 27               • Streetscape, planting and urban design that integrates built features, including but not  
28               limited to buildings, roadway, infrastructure, within the context of existing landforms  
29               and vegetation so as to minimize adverse impacts to ecological and social functions  
30               and enhance community benefit
- 31               • Passive and active open spaces, streetscapes and site development including, grading,  
32               planting, furnishing and irrigation
- 33               • Public plazas, places of gathering and locating and installing furnishings and  
34               amenities which positively influence the functional use of a space
- 35               • Prepared and restored soils
- 36               • Restored natural area functions through bioengineering and planting
- 37               • Planting for visual buffer spaces and screening

38          **Landscaping Warranty Area** – The meaning set forth in Section 1-05.16(9).2.

**Legal Requirements** - All applicable Federal, State, and local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, orders, and decrees of any Governmental Body having jurisdiction over the Project or Site, the practices involved in the Project or Site, any Work, or any Utility Work being performed by a Utility Owner. The term “Legal Requirements” does not include Governmental Approvals.

**Limited English Proficient** - Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter. Federal laws particularly applicable to language access include Title VI of the Civil Rights Act of 1964, and the Title VI regulations, prohibiting discrimination based on national origin, and Executive Order 13166 issued in 2000.

**Local Agency** - A Governmental Body that is not a Federal or state government.

**Maintenance of Traffic (MOT)** - A term used to describe the overall Work the Design-Builder performs to provide for the safe and efficient movement of people, goods, and services through and around the Project in coordination with construction staging. This Work shall be done while minimizing adverse impacts to residents, communities, businesses, and freight as well as providing a safe work area for construction staff and safe movement of the traveling public.

**Major Participants** - The entities described in the Request for Qualifications.

**Major Underground Utility** - All Utilities that are buried or placed below ground, other than Service Lines, all street lighting, traffic signals, or irrigation facilities.

**Mandatory Standards** - The standards and specifications identified as such in the Technical Requirements.

**Manufacturer (SVBE or MWBE)** - A SVBE or MWBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

**Maximum Extent Feasible** - The case where the nature of an existing facility makes it virtually impossible to comply fully with applicable accessibility standards through a planned alteration. This case shall be documented with a stand-alone piece of design documentation recording the reasons for not being able to achieve full ADA compliance.

**Minority Business Enterprise (MBE)** - A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the State Office of Minority & Women’s Business Enterprises.

**Montlake Lid Bridge** - The structure providing full width coverage of SR 520 as shown in the Conceptual Plans.

**Montlake Phase** - The SR 520 Montlake to Lake Washington I/C and Bridge Replacement Project.

**Montlake Phase Bridges and Structures** - The Montlake Phase Bridges and Structures shall include the Montlake Lid Bridge, Montlake Boulevard RSUP Tunnel, Montlake Direct Access Ramp, Pedestrian Land Bridge, West Approach Direct Access Ramp, West Approach Bridge South, and the new or modified parts of the WCB to remain.

**Necessary Basic Configuration Change** - All changes in the Basic Configuration that are necessary to correct an error, omission, inconsistency or other defect in the Basic Configuration (with the understanding that a change shall be deemed “necessary” only if the error, omission, inconsistency or other defect creates a conflict with other Contract requirements or another problem that cannot be corrected without a material change in the Basic Configuration).

**Nonconforming Work** - Work performed that does not meet requirements of the Contract Documents.

**Normal High Maximum Lake Level** - The Project Lake Level for Lake Washington internal waters as defined by 33 CFR 2.24, including waters within Shilshole Bay; and the Lake Washington Ship Canal from the Chittenden Locks to Lake Washington, shall be Elevation 18.72, North American Vertical datum of 1988 (NAVD 88). This is equivalent to elevation 22.00 in the Corps of Engineers Datum. This is the maximum high summer lake level as established by Congress on June 25, 1910, and as regulated by the U.S. Army Corps of Engineers.

**Notice to Proceed (NTP)** - The written authorization issued by WSDOT that permits the Design-Builder to commence performance of the Work.

**Ordinary High Water (OHW)** - Defined per 33 CFR 328.3(e) and RCW 90.58.030(2)(c) except for Lake Washington internal waters as defined by 33 CFR 2.24, including waters within Shilshole Bay; and the Lake Washington Ship Canal from the Chittenden Locks to Lake Washington, which is equivalent to Normal High Maximum Lake Level (NHMLL).

**Originator** - The engineer, architect, planner, designer, or other Person who develops a specific document. In the case of drawings, the originator is the individual who provides the design information, sketches, and instructions to the drafter.

**Overhead Sign Structures** - Overhead sign structures include monotube sign structures, bridge mounted signs, monotube sign structures mounted on bridges, VMS, and their foundations.

**PBBS RSUP Ramp to Delmar Drive East** - The structure providing a connection for the RSUP up to Delmar Drive as shown in the Conceptual Plans.

**PBBS RSUP Ramp to Bill Dawson Trail** - The structure providing a connection for the RSUP down to the Bill Dawson Trail as shown in the Conceptual Plans.

**Peer Review** - An independent review and assessment of elements of Work to meet the performance requirements of the Work element. The Peer Review shall be performed by a Peer Reviewer.

**Peer Reviewer** - An independent expert reviewer who performs the Peer Review. The Peer Reviewer shall not be an employee of the Design-Builder or firms providing engineering for the Design-Builder. The Peer Reviewer shall report to the Design Quality Assurance Manager.

**Person** - Any individual, corporation, company, limited liability company, voluntary association, partnership, trust, unincorporated organization, or Governmental Body.

**Physical Completion Date, Physical Completion** - The meaning set forth in Section 1-08.5(2).

**Plain Language** - is writing designed to ensure the reader understands as quickly, easily, and completely as possible.

**Portage Bay Bridge North (PBBN)** - The structure carrying westbound SR 520 vehicular traffic over Portage Bay as shown in the Conceptual Plans.

**Portage Bay Bridge South (PBBS)** - The structure carrying eastbound SR 520 vehicular traffic and the RSUP over Portage Bay as shown in the Conceptual Plans

**Portage Bay Phase** – The SR 520 / I-5 to Montlake - I/C and Bridge Replacement Project.

**Portage Bay Bridge Phase Bridges and Structures:** The Portage Bay Bridge Phase Bridges and Structures shall include the I-5 (Roanoke) Trail Crossing Bridge, Roanoke Lid Bridge, 10th Avenue East SUP Tunnel, PBBN, PBBS, E-N Ramp to Montlake, PBBS RSUP Ramp Bridge to Delmar Drive East, PBBS RSUP Ramp Bridge to Bill Dawson Trail.

**Pre-Approved Design Analyses** - Design Analyses identified by WSDOT in the Technical Requirements as being required to accomplish the Basic Configuration that differ from WSDOT established standards required in the Contract Documents.

**Preliminary Engineering** – The level of effort for WSDOT to develop the Conceptual Plans and Basic Configuration and the Proposers' level of effort to develop their Proposal.

**Prior Relocation** - Utility Relocations to be undertaken by either the Utility Owner or a third party contractor identified as such in the Utility Listing or Technical Requirements Section 2.10, *Utilities and Relocation Agreements*.

**Prior Relocation Agreement** - An agreement (as the same may be amended) between WSDOT and Utility Owner, included in the Request for Proposal and addressing a Prior Relocation. A document is a "Prior Relocation Agreement" if it meets the definitions set forth herein, without regard to the title of the document.

**Professional Engineer**- Registered in the state of Washington under Title 18 RCW.

**Project** - The SR520/I-5 to Montlake - I/C and Bridge Replacement Project.

**Project Limits** - The limits depicted on sheet VM01 of the Conceptual Plans (Appendix M1, Volume 0).

**Project Specifications** - Specifications necessary to address Work not covered by the Standard Specifications (Appendix B), Special Provisions (Appendix B), or the Technical Requirements.

**Proposal** - The proposal submitted by the Design-Builder in response to the Request for Proposal, including the Price Proposal, the Technical Proposal, and all clarifications and supplements thereto.

**Proposal Due Date** - The date specified for delivery of Proposals in the Instructions to Proposers.

**Proposal Price** - The total price for performance of the Work set forth in the Proposal.

**Protection in Place or Protect in Place** - All actions taken to avoid damaging a Utility which do not involve removing or reinstalling it in a new location, including staking the location of the Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would be considered a Temporary Relocation. The term includes both temporary measures and permanent installations meeting the foregoing definition.

**Punch List** - The list of Work that remains to be completed after achievement of Substantial Completion as a condition precedent to achievement of Physical Completion, limited to minor incidental items of Work necessary to correct imperfections which have no adverse effect on the safety, use, or operability of the Project.

**Qualification (Personnel)** - The characteristics or abilities gained through documented training, documented experience, or both, as measured against established standards, knowledge tests, and performance tests that qualify an individual to perform a required function.

**Quality Assurance (QA)** - All those planned and systematic actions performed by the Design-Builder to demonstrate to WSDOT that the Work complies with the Contract and that all elements of the Work will perform satisfactorily for the purpose(s) intended.

**Quality Assurance Sample** - Samples and testing for QA performed under the direction of or by the Construction Quality Assurance Manager (CQAM), these tests and samples are for materials acceptance and documentation of the materials quality.

**Quality Control (QC)** - The total of all activities performed by the Design-Builder to assess design, production, and construction processes so as to control the level of quality being produced in the end product. Components may include design reviews and checks, establishing procedures, calibrations and maintenance of equipment, shop drawing review, document control, production process control, and all sampling, testing, and inspection done for these purposes.

**Quality Control Sample** - Samples and testing performed by the Design-Builder's QC, the producer, or the manufacturer to ensure that a product is of uniform quality meeting the requirements of the Contract.

**Quality Management Plan (QMP)** - The plan, developed by the Design-Builder, which identifies the Design-Builder's overall framework for implementation of its Quality Control and Quality Assurance programs across all aspects of the Project.

**Quality Organization (QO)** - The Quality Organization is comprised of two separate groups; QC and QA. The Quality Organization provides the QC procedures and QA review, testing, and inspections necessary to ensure the Project quality meets Contract requirements.

**Quality Verification (QV)** - A combination of inspections, independent sampling, and testing performed by WSDOT, or their agent, on a random basis to validate that the Design-Builder is following the approved Quality Assurance procedures and that such procedures appear to be effective in assuring quality.

**Reasonable Accuracy** - The meaning set forth in Section 1-07.17(9).

**Reference Documents** - Reference Documents are for information purposes only and the Design-Builder shall rely upon Reference Documents at its own risk. Reference Documents are designated as such by WSDOT in Appendix A1.

**Regional Shared-Use Path (RSUP)** - The SR 520 Regional Shared-Use Path that extends from across Lake Washington and through the Project Limits as depicted in the Conceptual Plans (Appendix M1, Volume 0). Shared-use path is defined in the WSDOT *Design Manual* (Appendix D).

**Related Entity** - The Design-Builder, Subcontractors, and their employees, agents and officers, and all other Persons for whom the Design-Builder may be legally or contractually responsible.

1       **Released for Construction (RFC) Documents** - The Design Documents stamped “Released for  
2       Construction” by the Design-Builder.

3       **Relocation/Relocate** - Each removal, relocation, reconstruction, deactivation, Temporary  
4       Relocation, provision of temporary services as necessary, or Protection in Place (whether  
5       permanent or temporary), of any existing Utility facility that is necessary in order to  
6       accommodate or permit construction of the Project, including backfilling and pavement  
7       restoration, and any other Work with respect to such a Utility described in the Technical  
8       Requirements or with respect to Utilities in Section 1-07.17.

9       **Relocation Agreement** - An agreement (as the same may be amended from time to time)  
10      between the Design-Builder and a Utility Owner that provides specific details for the Relocation  
11      of one or more particular Utilities. A document is a “Relocation Agreement” if it meets the  
12      definition set forth herein, without regard to the title of the document.

13      **Relocation Costs** - The direct and indirect costs of performing Relocation Work (including costs  
14      incurred by Utility Owners for acquisition of necessary Utility Easements, permit processing fees,  
15      and administrative and overhead costs) after applying any customary credits for salvage,  
16      depreciation, or both. If the Design-Builder is obligated to reimburse a Utility Owner for  
17      Relocation Costs, the term shall encompass all costs that the Relocation Agreement specifies are  
18      reimbursable. Costs attributable to Betterments are specifically excluded from the term.

19      **Relocation Work** - The Work necessary for Relocation of Utilities to accommodate the Project  
20      (excluding any Work necessary for the Prior Relocations that is completed before issuance of the  
21      Notice to Proceed), whether performed by the Design-Builder or by or on behalf of the Utility  
22      Owner, including labor, equipment, and materials associated with the design, design review,  
23      construction, construction management, permit processing, inspection, and real property  
24      acquisition.

25      **Request for Proposal (RFP)** - The document package issued by WSDOT requesting submittal of  
26      Proposals for the Project and providing information relevant to the preparation and submittal of  
27      Proposals, including the Instructions to Proposers, Contract Documents, and Reference  
28      Documents.

29      **Rest of the West** - The remaining projects to be completed as part of the SR 520 Program  
30      including the second Bascule Bridge, and additional projects to connect to I-5 as described in this  
31      Contract.

32      **Resource Co-Managers** - Treaty Tribes and WDFW, with jurisdiction over activities affecting  
33      streams and associated habitat.

34      **Review and Comment** - The process for review, comment, and resolution of comments on the  
35      Design-Builder’s submittals in accordance with the Design-Builder’s responsibility for Work.  
36      Refer to Section 1-07.13 of the General Provisions. Unless otherwise stated, the Review and  
37      Comment period will be for 14 Calendar Days for each submittal.

38      **Right of Way (ROW)** - Land, property, or property interest, acquired for or devoted to  
39      transportation purposes. The term specifically excludes all Utility Easements and all temporary  
40      easements or other real property interests outside of the access control line which the Design-  
41      Builder deems necessary or advisable in connection with (a) construction of the Project,  
42      (b) Relocations, or both.

1       **Roadbed** - The graded part of the roadway within top and side slopes, prepared as a foundation  
2       for the pavement Structure and shoulders.

3       **Roadway** - The portion of the Right of Way within the outside limits of the side slopes.

4       **Roanoke Lid Bridge** – The structure providing full width coverage of SR 520 as shown in the  
5       Conceptual Plans.

6       **Secretary of Transportation** - The chief executive officer of WSDOT.

7       **Section/section** - The capitalized version designates a reference to an entire Technical  
8       Requirement section (e.g., Section 2.1). The lower case version designates a reference to  
9       information contained within the same Technical Requirement subsection.

10      **Sensitive Areas** - Resources on or adjacent to the Project location, which are regulated or  
11      protected by Federal, State, tribal or local regulatory agencies or tribes, including natural features  
12      (e.g., wetlands, other waterbodies, jurisdictional ditches, buffers, mitigation sites and  
13      floodplains), and areas with known contamination or cultural resources.

14      **Service Line** - A line, also referred to as a service lateral or lateral, the function of which is to  
15      directly connect the improvement(s) on an individual property, to a Utility that is part of a larger  
16      line, facility, or system. Unless noted otherwise in the Technical Requirements, the term Service  
17      Line excludes any cables, conduits, or other lines that connects a Traffic Control/Illumination  
18      System to a Utility that is part of a larger line, facility, or system. Such a cable, conduit, or other  
19      line shall be considered to be part of the applicable Traffic Control/Illumination System. A Utility  
20      providing service to wireless communication facilities shall not be considered a Service Line.

21      **Shoulder** - The part of the roadway next to the traveled way or auxiliary lanes. It provides lateral  
22      support of base and surface courses and is an emergency stopping area for vehicles.

23      **Signature** - A person's name, or a mark representing it, as signed personally or by deputy. The  
24      Signature may be presented as either a hand-written ("wet"), Electronic Signature or Digital  
25      Signature as proof of identity and intent with Electronic Signature and Digital Signature as  
26      defined in the "Electronic Documents: A Board Interpretive Guideline" written by the State of  
27      Washington Board of Registration for Professional Engineers and Land Surveyors and dated June  
28      30, 2015.

29      **Site of Work/Site** - Those areas designated by WSDOT for performance of the Work and such  
30      additional areas as may be designated in writing by WSDOT for the Design-Builder's use in  
31      performance of the Work.

32      **Small Business Enterprise (SBE)** – Any business that is owned and operated independently  
33      from all other businesses, has either fifty or fewer employees, or has a gross revenue of less than  
34      seven million dollars annually as listed on federal tax returns or with the Washington State  
35      Department of Revenue, and is self-certified through the Washington State Department of  
36      Enterprise Services and listed as a "small, mini or micro business" in its certification.

37      Small businesses can be located by searching the WEBS directories at: [https://pr-webs-](https://pr-webs-vendor.des.wa.gov/)  
38      [vendor.des.wa.gov/](https://pr-webs-vendor.des.wa.gov/)

39      Information on how to search the directories is located at: [https://wsdot.wa.gov/business-](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs)  
40      [wsdot/equal-opportunity-contracting/diverse-business-programs](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs)

1       **Special Provisions** - WSDOT developed modifications to the Standard Specifications listed in  
2       Appendix B. The Engineer of Record shall incorporate applicable Special Provisions into the  
3       Technical Specifications. The index includes an explanation of when the specification is  
4       applicable.

5       **Specialty Report** - A complex hydraulic report as defined in Chapter 1 of the WSDOT  
6       *Hydraulics Manual*.

7       **Standard Plans** - A manual of specific plans or drawings adopted by WSDOT such as the  
8       *Standard Plans for Road, Bridge, and Municipal Construction* M 21-01, which show frequently  
9       recurring components of work that have been standardized for use.

10      **Standard Specifications** - Divisions 2 through 9 of the WSDOT *Standard Specifications for*  
11      *Road, Bridge and Municipal Construction* M 41-10, subject to the modifications set forth in  
12      Section 1-03.3 and any modifications contained in the Special Provisions. Division 1 of said  
13      publication is superseded in its entirety by these General Provisions.

14      **State** - The State of Washington acting through its elected officials and their authorized  
15      representatives, including, at a minimum, WSDOT, or the State of Washington in the geographic  
16      sense, depending on the context.

17      **Statistical-based Verification** - Verification of the Design-Builder's Quality Assurance test  
18      results through statistical comparison, performed by the Design-Builder, with WSDOT's Quality  
19      Verification test results.

20      **Statistical Acceptance** - A statistical analysis performed by the Design-Builder, of the Design-  
21      Builder's Quality Assurance test results for compliance with material specifications.

22      **Structural Engineer** - Registered in the State of Washington under Title 18.43.040 RCW.

23      **Structures** - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes,  
24      endwalls, buildings, service pipes, sewers, underdrains, foundation drains, noise walls, drainage  
25      vaults, and other features found during Work that WSDOT determines should be classified as a  
26      Structure.

27      **Subcontract** - An agreement between the Design-Builder and one or more third parties providing  
28      for such third party to perform parts of the Work or such agreement between a Subcontractor and  
29      its lower tier Subcontractor, at all tiers.

30      **Subcontractor (SVBE or MWBE)** - An individual, partnership, firm, corporation, or joint  
31      venture who meet the definition of a Minority, Small Business, Women or Veteran-Owned  
32      Business and who is sublet part of the Contract.

33      **Subcontractor/Subconsultant**- An individual, partnership, firm, corporation, or joint venture  
34      who is sublet part of the Contract by the Design-Builder. Suppliers and materialmen are excluded  
35      from the term.

36      **Subgrade** - The top surface of the roadbed on which subbase, base, surfacing, pavement, or  
37      layers of similar materials are placed.

38      Substantial Completion Date, Substantial Completion - The meaning set forth in Section 1-  
39      08.5(1).

40      **Substructure** - The part of the Structure below:



1. The bottom of the grout pad for the simple and continuous span bearing.
2. The bottom of the block supporting the girder.
3. Arch skewbacks and construction joints at the top of vertical abutment members or rigid frame piers and extending.

**Subsurface Utility Engineering (SUE)** - An engineering process for accurately identifying the quality of subsurface Utility Information needed for Highway Plans, and for acquiring and managing that level of information during the development of a Highway project.

**Superstructure** - The part of the Structure above:

1. The bottom of the grout pad for the simple and continuous span bearing.
2. The bottom of the block supporting the girder.
3. Arch skewbacks and construction joints at the top of vertical abutment members or rigid frame piers and extending.

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

- (a) From the face of end diaphragm abutting the Bridge Approach Embankment for end piers without expansion joints.
- (b) From the end pier expansion joint for bridges with end pier expansion joints.

Superstructures include, at a minimum, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure.

Superstructures do not include endwalls, wingwalls, barrier and railing attached to the wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

**Supplier (SVBE or MWBE)** – A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Supplier, the SVBE or MWBE firm must be an established business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Supplier in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of suppliers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as Suppliers within the meaning of this definition.

**Surety** - The company(ies) bound with the Design-Builder to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract, Contract Bond, or otherwise required by law.

**SVB Plan** - The plan submitted by Design-Builder with its SOQ and Proposal pursuant to the Request for Qualifications and Instructions to Proposers and updated in accordance with Section 1-07.11

**SVBE Commitment** – The scope of work and dollar amount that the Design-Builder commits to a SVBE firm as indicated in the SVB Plan. These SVBE Commitments will be incorporated into the Contract and shall be considered a Contract requirement.

**SVBE Contract Goal** – The amount of SVBE participation that must be attained by the Design-Builder. There are two SVBE Contract Goals expressed as a percentage of the Design-Builders Proposal plus executed Change Orders. This is the minimum amount that the Design-Builder shall commit to by submission of the SVB Plan including Good Faith Efforts. There are two separate SVBE Contract Goals that must be met: one for Small Business Enterprises (SBE) and one for Veteran-Owned Business (VOB). Amounts paid to a SVBE will only be credited to one SVBE Contract Goal expressed above (either SBE or VOB, but not both) in which the SVBE firm is eligible.

**Technical Credits** - The number of credits, in terms of dollars, earned by a Proposer as a result of the Proposal evaluation process.

**Technical Proposal** - The part of a Proposal designated as such in the Instructions to Proposers.

**Technical Requirements (TR)** - Chapter 2 of the Request for Proposal document package.

**Technical Specifications** - All specifications developed, assembled, and used by the Engineer of Record, including the Project Specifications.

**Temporary Relocation** - (a) Any interim Relocation of a Utility (i.e., the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, and (b) any removal and reinstallation of a Utility in the same place with or without an interim Relocation.

**Traffic Control/Illumination Systems** - These systems include traffic signals, ramp metering systems, flashing beacon systems, highway illumination systems (including streetlights), fire or police signal systems, and Intelligent Transportation Systems, regardless of ownership of such system.

**Traveled Way** - The part of the roadway made for vehicle travel excluding shoulders.

**Type #1 Utility** - A Utility for which the Utility Owner has Cost Responsibility in accordance with Section 1-07.17.

**Type #2 Utility** - A Utility for which the Utility Owner does not have Cost Responsibility in accordance with Section 1-07.17.

**Type #3 Utility** - A Utility with Cost Responsibility allocated as described in Technical Requirements Section 2.10, *Utilities and Relocation Agreements*, and in accordance with Section 1-07.17.

**UPS Room** - A separated room in the FLS Structure which contains UPS backups for FLS control systems.

**Upset Amount** - The not to exceed amount WSDOT is authorized to pay a Design-Builder to complete this Project.

**Utility (ies)** - A privately, publicly, or cooperatively owned line, facility, or system (including municipal and government lines, facilities, and systems but excluding WSDOT-owned lines, facilities, or systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar commodity, including any irrigation system. The necessary appurtenances to each Utility facility (including

1 fire hydrants as appurtenances to water lines) shall be considered part of such Utility. However,  
2 unless noted otherwise in the Technical Requirements, the term “Utility” or “utility” excludes  
3 (a) stormwater facilities that provide drainage solely for the Project Right of Way, (b) Traffic  
4 Control/Illumination Systems, and (c) facilities that are the subject of a wireless communication  
5 site lease. Without limitation, any Service Line shall be considered a Utility regardless of the  
6 ownership of such Service Line.

7 **Utility Agreement** - The meaning set forth in Section 1-07.17(2). A document is a “Utility  
8 Agreement” if it meets the definition set forth herein, without regard to the title of the document.

9 **Utility Delay** - The meaning set forth in Section 1-07.17(12) as the context may require.

10 **Utility Easement** - A permanent replacement easement or other interest in real property outside  
11 the Project Right of Way (excluding a franchise or permit) that is necessary for Relocation.

12 **Utility Information** - The information regarding Utilities included in Appendix U, the  
13 information about known Utilities included in TR Section 2.10, *Utilities and Relocation*  
14 *Agreements*, and any other information WSDOT includes in the Request for Proposal with regard  
15 to identification, location, size, type, and ownership of Utilities. In the event of any conflict  
16 within the various components of the Utility Information, the more accurate information will  
17 prevail.

18 **Utility Listing** - A spreadsheet in Appendix U that identifies each known utility for ownership,  
19 Utility Type or a Prior Relocation, and other information.

20 **Utility Memorandum of Understanding (MOU)** - A non-binding agreement or memorandum  
21 of understanding (as the same may be amended) between WSDOT and a Utility Owner  
22 establishing certain understandings as to the Relocation of such Utility Owner’s Utilities as  
23 necessary for the Project. A document is a “Utility MOU” if it meets the definition set forth  
24 herein, without regard to the title of the document. Utility MOUs, if any, are located in  
25 Appendix U.

26 **Utility Owner** - Any entity or body (including city, county, State, public corporation, or public  
27 district) that owns and operates a Utility, including cooperative Utilities.

28 **Utility Owner Project** - The design and construction by or at the direction of a Utility Owner of  
29 a new Utility other than (a) as part of Relocation or (b) to provide service to the Project. Utility  
30 Owner Projects shall be entirely the financial obligation of the Utility Owner.

31 **Utility Standards** - The Standard Specifications, standards of practice, and construction methods  
32 that a Utility Owner customarily applies to facilities constructed by the Utility Owner (or for the  
33 Utility Owner by its contractors) at its own expense and that are comparable to the Utilities being  
34 Relocated for the Project.

35 **Utility Work** - All Relocation Work that is the Design-Builder’s responsibility pursuant to the  
36 Contract Documents, as more particularly described in Section 1-07.17 and TR Section 2.10,  
37 *Utilities and Relocation Agreements*.

38 **UPS Room** - separated room in the FLS Structure which contains UPS backups for FLS control  
39 systems.

40 **Veteran-Owned Business (VOB)** - A veteran owned business meeting the requirements of RCW  
41 43.60A.010 and listed in WEBS.

1 Veteran-owned businesses can be located by searching the WEBS directories at: [https://pr-webs-](https://pr-webs-vendor.des.wa.gov/)  
2 [vendor.des.wa.gov/](https://pr-webs-vendor.des.wa.gov/)

3 Information on how to search the WSDOT Office of Equal Opportunity list of Veteran  
4 Businesses at [www.directories](http://www.directories.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs) is located at: <https://wsdot.wa.gov/business-wsdot/equal->  
5 [opportunity-contracting/diverse-business-programs](https://wsdot.wa.gov/business-wsdot/equal-opportunity-contracting/diverse-business-programs)

6 **Warranty** - An assurance by the Design-Builder that the Work is free of defects, conforms to  
7 Professional Engineering Principles in the State of Washington, and meets the requirements of the  
8 Contract Documents in which the Design-Builder agrees to repair or replace Work or items that  
9 are defective or do not meet the requirements of the Contract for a defined period.

10 **Washington State Department of Transportation (WSDOT)** - The State Agency authorized by  
11 law to administer transportation-related Work.

12 **Washington's Electronic Business Solution (WEBS)** - Washington Electronic Business  
13 Solution (WEBS) is administrated by Department of Enterprise Services and is an electronic  
14 supplier registration database that allows businesses to showcase their products and services to all  
15 state agencies and political subdivisions. <https://pr-webs-vendor.des.wa.gov/>.

16 **West Approach Bridge (WAB)** - Includes the existing West Approach Bridge North (WABN),  
17 the West Approach Direct Access Ramp (widening of the WABN), the West Approach Bridge  
18 South (WABS), and WCB portions to remain.

19 **West Approach Bridge North (WABN)** - West Approach Bridge North Project constructed as a  
20 previous contract.

21 **West Approach Bridge South (WABS)** - The WABS shall be considered to start at its west end  
22 abutment, and continue up to and include the span immediately west of and bearing on WCB Pier  
23 35. WABS shall also include the new bearings, girder stops, and shear keys for this span on the  
24 west side of WCB Pier 35, the new expansion joint and new barrier cover plates at WCB Pier 35,  
25 and shafts and columns from WCB Piers 31 through 34, if reused.

26 **West Connection Bridge (WCB)** - Evergreen Point West Approach Connection (West  
27 Connection Bridge) constructed in a previous contract.

28 **Women Business Enterprise (WBE)** - A women owned business meeting the requirements of  
29 RCW 39.19 and WAC 326 and certified by the Office of Minority & Women's Business  
30 Enterprises.

31 **Work** - All of the administrative, design, engineering, real property acquisition support services,  
32 Utility support services, procurement, legal, professional, manufacturing, supply, installation,  
33 construction, supervision, management, testing, inspection, labor, materials, equipment,  
34 maintenance, documentation, and other duties and services to be furnished and provided by the  
35 Design-Builder as required by the Contract Documents, including all efforts necessary or  
36 appropriate to achieve Final Acceptance, except those efforts which the Contract Documents  
37 specify will be performed by WSDOT or other Persons. In certain cases, the term may also be  
38 used to mean the products of the Work.

39 **Working Drawings** - Drawings, plans, diagrams, or any other supplementary data or  
40 calculations, including a schedule of submittal dates for Working Drawings where specified,  
41 which the Design-Builder must submit to the WSDOT Engineer.

1       **Written** - Any communication (except social media) exchanged electronically, including, at a  
2       minimum, requests, notices, demands, approvals, decisions, submissions, consents,  
3       correspondence, amendments, agreements, summaries, recommendations, releases,  
4       authorizations, tests, releases, instruments, determinations, orders, change orders, statements,  
5       protests, notifications, settlements, records, contracts, and confirmations, that can be readily  
6       furnished as support or evidence for a decision.

7       **Written Determination** - The official position of the WSDOT Engineer, in writing, on items  
8       including entitlement, instructions, or interpretations. The Written Determination shall be  
9       evidenced by a letter or email originating from the WSDOT Engineer.

10      **WSDOT Engineer and WSDOT** - The WSDOT representative responsible for making decisions  
11      on behalf of WSDOT as outlined in the Contract, and when used to describe WSDOT's role in  
12      administrating the contract.

13      **WSDOT Form** - Forms developed and maintained by WSDOT that are required or available for  
14      use on a project. These forms can be downloaded from the forms catalogue at:  
15      <http://wsdot.wa.gov/forms/pdfForms.html>